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Message from the President of the United States, transmitting a communication from the Secretary of the Interior submitting the agreement entered into between the Shoshone and Arapaho Indians of the Shoshone or Wind River Reservation, in the State of Wyoming, and the commission appointed under the Act of March 3, 1891

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SHOSHONE AND ARAPAHO INDIANS OF THE SHOSHONE
OR WIND RIVER RESERVATION.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A communication from the Secretary of the Interior submitting the agreement entered into between the Shoshone and Arapaho Indians of the Shoshone or Wind River Reservation, in the State of Wyoming, and the Commission appointed under the act of March 3, 1891.

JANUARY 11, 1892.—Referred to the Committee on Indian Affairs and ordered to be printed.

To the Senate and House of Representatives:

I transmit herewith, for the consideration of Congress, a communication of the 4th instant, from the Secretary of the Interior, submitting the agreement entered into between the Shoshone and Arapaho Indians of the Shoshone or Wind River Reservation, in the State of Wyoming, and the Commission appointed under the provisions of the Indian appropriation act of March 3, 1891, for the cession and relinquishment of a portion of their said reservation.

BENJ. HARRISON.

EXECUTIVE MANSION, *January 11, 1892.*

DEPARTMENT OF THE INTERIOR,
Washington, January 4, 1892.

The PRESIDENT:

I have the honor to submit herewith articles of agreement made and entered into by and between the Commission appointed under and in pursuance of a clause contained in the Indian appropriation act of March 3, 1891, to enable the Secretary of the Interior to negotiate with any Indians for the surrender of portions of their respective reservations, and the Shoshones and Arapahoes occupying the Shoshone or Wind River Reservation, in the State of Wyoming, and also copies of the majority and minority reports accompanying said agreement.

The accompanying report of December 5, 1891, from the Commissioner of Indian Affairs contains the provisions of the agreement and his re-

marks thereon and his recommendations for necessary changes and modifications.

I have also to submit herewith copy of a communication from the honorable Assistant Attorney-General for this Department, to whom the papers were referred, and who after a careful examination expresses the opinion that the objections of the Commissioner to the agreement as signed ought to be sustained.

The honorable Assistant Attorney-General has prepared a draft of a clause relating to the disposition of the ceded lands, which appears as section 5 of the bill herewith inclosed.

Concurring in the views of the Commissioner and the honorable Assistant Attorney-General, and deeming it proper that said agreement should be transmitted to Congress by the President, and with his approval, I have the honor to recommend that this matter be presented for the early and favorable consideration of that body.

I have the honor to be, very respectfully, your obedient servant,

JOHN W. NOBLE,
Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 5, 1891.

SIR: I have the honor to transmit herewith duplicate copies of an agreement entered into at Fort Washakie, in the State of Wyoming, on the 2d day of October, 1891, by and between a commission appointed under and in pursuance of a clause contained in the Indian appropriation act approved March 3, 1891 (26 Stat., 1009), to negotiate with any Indians for the surrender of portions of their respective reservations, and the Shoshone and Arapaho tribes of Indians occupying the Shoshone or Wind River Reservation in the said State.

I also transmit duplicate copies of a minority report, dated October 15, 1891, by J. D. Woodruff, esq., chairman of the Commission, forwarding the said agreement, and a majority report, dated October 20, 1891, made by Messrs. Joseph H. Brigham and Charles H. Merrill, members thereof.

The clause of the said act authorizing the negotiations with the Indians referred to is as follows:

To enable the Secretary of the Interior, in his discretion, to negotiate with any Indians for the surrender of portions of their respective reservations, any agreement thus negotiated being subject to subsequent ratification by Congress, fifteen thousand dollars, or so much thereof as may be necessary.

On July 14, 1891, instructions were given the Commission for its guidance in conducting negotiations with the Shoshone or Wind River Reservation Indians, Wyoming, for the surrender of such portion of their reservation as they might choose to dispose of, which instructions were duly approved by the Department.

By the terms of the agreement the said Indians cede and relinquish to the United States, subject to certain conditions pertaining to the right of individual Indians to retain "allotments" heretofore taken on the ceded portion of the reservation, about 1,100,000 acres of land, or perhaps a little more than one-half of their reservation, embracing nearly all of the same lying north of the Big Wind River, together with a strip on the eastern side thereof, and leaving the diminished reservation with natural boundaries as far as practicable.

The compensation agreed to be paid for the cession as above indicated is \$600,000, or a little more than 50 cents per acre, and the terms agreed upon are as follows: \$50,000 to be paid within sixty days after the ratification of the agreement, per capita in cash, to the Indians belonging to the said reservation; the remaining \$550,000 to be set aside as four separate funds, namely, a cattle fund of \$170,000, an irrigation fund of \$80,000, a general-welfare fund of \$250,000, and a school fund of \$50,000. The interest on each fund at the rate of 5 per cent per annum, or so much thereof as may be necessary, to be paid annually for the period of eight years, or until the expiration of the "present treaty" with the Shoshones, when the further disposition of the said funds shall be subject to agreement between the United States and the said Indians. It is further stipulated that the United States shall pay \$100 each quarter to Washakie, the head chief of the Shoshones, during the remainder of his life.

Five sections of land in proximity to the present site of the new Government industrial school building are reserved to the United States and set apart for the purpose of instructing the Indians in agriculture and stock-raising, and for certain other uses of an educational character, as the Government may deem best for the welfare of the Indians, with the provision that the said five sections of land shall be surveyed and set apart as Indian industrial-school lands at as early a date as the Secretary of the Interior may find practicable, and that no Indian or other person shall be permitted to settle upon the same. It is further agreed that any individual member of the Shoshone or Arapahoe tribes of Indians, who has, under existing laws or treaty stipulations, settled on a tract of land which falls within the ceded portion of the reservation, shall be entitled to have the same allotted to him or her under the terms of the act of February 28, 1891. (A list of such persons is contained in the agreement).

Provision is also made in the agreement for the maintenance of a garrison by the United States within the limits of the reservation reserved by the Indians upon certain terms and conditions hereinafter set forth, and that the public highways of the diminished reserve shall be open to free and unobstructed travel. It is further provided that one section of land, embracing within its limits the Owl Creek hot springs shall be reserved from settlement and forever dedicated to the public, under certain conditions and restrictions hereafter explained. The out-boundaries of the diminished reservation not already sufficiently marked by natural boundaries are to be surveyed as soon as practicable, and definitely marked by permanent monuments.

The agreement is signed by Messrs. Brigham and Merillat, but the name of the chairman of the Commission, Mr. Woodruff, does not appear thereon.

Messrs. Brigham and Merillat, in their report dated October 20, 1891, state that the Commission in its negotiations endeavored, as far as possible, to secure a cession of the lands not likely to be used by the Indians for years to come; that they believe the agreement as negotiated is fair both to the United States and to the Indians; that in forming its scheme for the disposition of the money to be paid the Indians, the Commission sought to provide a means of livelihood for a part of the members of the two tribes, and to assist and encourage others in pursuits which would enable them to maintain themselves without further assistance from the Government, and that for this reason it provided that only the interest on the funds created by the agreement should be used annually; and as the "present treaty with the Shoshones," under

which they receive rations and clothing from the Government, will expire in eight years, the Commission provided that at that time the disposition of the moneys paid the Indians for the land ceded by the agreement shall be subject to a further agreement between the United States and the Indians. They also state that according to the instructions given the Commission, the number of Indians of the two tribes, as per the census of 1890, was placed at 1,732, the number of males of 18 years of age or over being 393; that 283 of this latter number signed the treaty, a majority of the males 18 years of age or over having been secured; that not an Indian refused to sign the agreement, but that bad roads and the absence from the reservation of many Indians, especially the Shoshones, prevented the Commission from securing the signatures of all the members of the two tribes; that a careful estimate of the area of the reservation shows it to contain about 2,000,000 acres; that the Indians ceded about 1,100,000 acres of land, or more than one-half of the entire reservation; that much of the reservation is still unsurveyed, and that until a survey is executed and the opening of the lands gives an inducement for capital to venture therein, it can not be stated with certainty how much of the ceded lands can be irrigated and drained and turned into farms; that the streams on the reservation are rapid-running, with a fall frequently of 80 feet to the mile; that there are large "benches" not far from some of these streams, which it is alleged can be made susceptible of high cultivation by means of ditches that can be constructed at a reasonable cost; that the quantity of land which may be opened up to agricultural settlement in this way is estimated by individuals well acquainted with the reservation at from 100,000 to 150,000 acres; that along the streams there is in addition a considerable quantity of fine bottom land; that some of the Indians and half-breed members of the tribe have already located thereon; that the greater part of the ceded lands not suitable for agricultural purposes are well adapted to stock and sheep raising; that coal and oil are found on the ceded portion of the reservation, and that there are also indications of the presence of more valuable minerals; that the lands which the Indians propose to cede and relinquish to the United States are not now used, nor would they be likely to be soon used, by them, in the event of the failure by Congress to ratify this agreement; that the character of these lands, except the bottom lands on which a few Indians have locations, is such that the members of the two tribes with their exceedingly limited capital and resources can never utilize them; that the Indians, as before indicated, are left with all the lands, agricultural, timber, grazing, and coal lands included, that they can possibly use to advantage, in the opinion of the Commission; that it made an unsuccessful effort to secure a strip of land containing about 60,000 acres on the southern border of the reservation; that the Indians now use this tract only to a very slight extent; that the same is not likely in the future to be of as much value to them as the \$100,000 additional offered for the strip; that the opening of this tract, it is believed, would facilitate the settlement of the country and increase the prosperity of the section of Wyoming to the south of the reservation without injury or detriment to the Indians; that the Shoshones reluctantly consented to its sale, but that their chief, Washakie, however, at first absolutely declined to even consider a proposal for its sale; that even after the Shoshones had consented to the sale of this tract, the Arapahoes refused to even listen to its sale, pretending that its cession would make the reservation too narrow; that it would bring whisky-sellers and persons of bad character too close to them, thereby causing trouble; and that the Popo Agie

River, which now forms a portion of the southern boundary of the reservation, affords a good natural protection to the Indians against cattle and horses belonging to persons off the reservation.

They also state that the Arapahoes in council requested the establishment of a substation for the issuance of rations, which they claim the Government promised them some time ago; that many of them now have to travel 30 miles to draw their rations, and have to cross streams that are frequently so high that they can not be forded; that these Indians, under the guidance of the Arapahoe chief, Black Coal, are making considerable progress; that the time necessarily consumed in drawing rations is a serious interruption to their efforts; that the Commission informed the Indians that Congress had appropriated \$5,000 to establish a subissue station, and it urges upon the Government the necessity of putting this in operation at the earliest practicable date, and state that if it should be found that the maintenance of two issue stations on the reservation would involve too much expense, the situation could be relieved by the erection of several bridges; that at times the Arapahoes actually suffer from want of food through their inability to reach the agency to draw their rations; that they evince considerable interest in educational matters, and since making the agreement have requested the Commission to ask the Government to establish day schools in their vicinity, and as the cost of such schools would be small, the Commission recommends that the request of the Arapahoes be granted, and that a day school be also established among the Shoshones, if desired; that the present Government Indian school building on the reservation is in a dilapidated condition, being very poorly ventilated, and as the health of some of the Indian pupils attending has suffered from lack of pure air, there is unquestionably a prejudice with some of the Indians against boarding schools which would not exist against the day school asked for.

They further report that there are now on the reservation a half dozen or more families of white persons who located thereon before the country was set apart for the Indians; that some sixteen or seventeen years ago, soon after the reservation was created, the Government notified these persons that the lands were Indian lands, and appraised their improvements, the settlers agreeing to accept the amount awarded them therefor; that it was not, however, until a year ago that Congress appropriated the money necessary to pay for these improvements; that in the meantime the settlers have made further improvements on their farms, and that it seems to them (the Commissioners) hardly just that these settlers should now be compelled to relinquish their homes upon the payment of simply the amount awarded them sixteen years ago; that the Indians request the removal of these parties on the ground that their cattle break into their fields and destroy their grain; that the farms of these settlers are among the best in that section of the country; that they are located in proximity to the proposed industrial school; that they can easily be turned into the school farm which the Government proposes to establish with but very little expense for additional fencing; and for this reason it is recommended that steps be taken by the Government as soon as possible to determine what amounts should be awarded to settlers for their improvements, and that they be required to vacate the reservation within a reasonable time.

In relation to this matter I have to state that it appears from the records of this office that on March 10, 1875, Hon. W. R. Steele, Delegate in Congress, wrote this office in behalf of the settlers referred to, and in connection therewith on the 12th of the same month submitted

a petition from them asking for an appraisal of their improvements, with a view to obtaining from the Government payment for the same.

In accordance with instructions from this office, dated respectively March 31, 1875, and January 26, 1876, based upon this request, James Irwin, United States Indian agent, made and transmitted to this office a tabular statement of the value of the improvements made on this reservation by William Boyd and others (ten in number), which improvements were commenced previous to the treaty of July 3, 1868, by actual settlement, aggregating \$9,871.50.

The claims thus appraised were favorably reported upon by this office May 2, 1876, again on May 21, 1880, and also on February 7, 1884. But the payment of these claims was urged on behalf of the settlers, and not at the request of this office.

It was denied by this office that they had any legal claim to compensation for their improvements, as they had settled upon unsurveyed land to which they could acquire no title or vested rights as against the United States. It was admitted, however, that they had an equitable claim to compensation for the value of improvements made by them before the land was appropriated to other purposes by the Government, but that for improvements made since that time they had no possible claim, legal or equitable.

It is the opinion of this office that they could legally have been removed from the reservation at any time after the establishment of the same, and that those who have failed to remove therefrom are still liable to such action.

By act of Congress approved March 2, 1889 (25 Stat., 998), the sum of \$9,371.50, or so much thereof as might be necessary, was appropriated to enable the Secretary of the Interior to pay the settlers who in good faith made settlement in the Wind River Valley, Wyoming Territory, previous to the time when the said valley was included in the Wind River Indian Reservation, the value of their improvements reported as above indicated, with the provision that no payment should be made to any one of the said settlers until he should first have finally removed from said reservation.

On December 17, 1889, John Fosher, United States Indian agent of the Shoshone Agency, Wyoming, stated by letter of that date that Tilford Kutch and N. P. Davidson had left the reservation, and that their claims should be allowed without delay. November 16, 1889, the parties last named were paid each \$1,107—the appraised value of their respective improvements.

In a letter dated June 10, 1891, Agent Fosher stated that William Evans, one of the settlers on the Shoshone Reservation, had removed with his family from the same, and desired to be paid the appraised value of his improvements.

June 19, 1891, Agent Fosher was directed by this office to advise Mr. Evans that it would be necessary for him to establish his identity as one of the settlers upon the said reservation, and to forward to this office for that purpose the affidavit of at least two disinterested persons having knowledge of all the facts in the case. Nothing further has been heard from Mr. Evans in relation to the matter.

On March 24, 1890, this office directed Agent Fosher to notify the several settlers upon the reservation that they were expected to remove therefrom within a reasonable time, and if they should refuse or neglect to do so to report the matter to this office for further instructions.

It seems that no further action has been taken looking to the removal of the said settlers, and it appears that eight of them are still unpaid

for their improvements, and that seven of the number are still residing upon the reservation.

Mr. Woodruff, chairman of the Commission, states in the minority report submitted by himself that he does not believe the agreement is the voice of the Indians themselves, for the reason that from the beginning all kinds of schemes were employed to defeat any agreement proposed; that the Shoshones were first led to believe that they were not getting justice when the Arapahoes were given an equal right to the whole reservation; that when this feeling was overcome by the Commission the Arapahoes were then taken in hand by certain parties and advised that the Commission had bought Washakie, and that the Arapahoes were being cheated; that the best they (the Arapahoes) could do was to stand aside and hold out stubbornly to the last, when the Commission would give them any agreement they might ask for rather than to make none at all; that all of those facts were brought to his (Mr. Woodruff's) notice through indirect channels, but that he has no doubt of their authenticity; that he does not believe the agreement as made is just either to the United States or to the Indians; that the Indians are left as now with too much land; that the complaints which their superabundance of land now gives rise to will necessarily continue; that they propose to surrender what is comparatively a small portion of their reservation, and a portion from which but little of their former trouble has arisen; that the part surrendered is comparatively worthless, and that the Indians propose to receive for it what in the best possible light is an exorbitant price; that it is not just that the Indians as recipients of gratuities should be allowed to dictate as to what they shall receive and as to how it shall be given; that he does not believe the provisions of the "treaty," if ratified, will remove the great causes for complaints and dissatisfaction now existing with the Indians of the reservation; that it leaves them within the diminished reservation more land than they can, in any way, possibly use or control; that he is of the opinion that it would be better for both the Indians and the Government to reduce the reservation to the number of acres estimated in the instructions to the Commission—some 650,000 or 700,000 acres; that even much less than this quantity of land would be ample for all their needs and requirements, while under the stipulations of this agreement they retain at least 1,000,000 acres of land and that the proceeds arising from the cession of the land as indicated would, if properly and judiciously managed, place them in a position to become self-sustaining and highly prosperous.

He also states that the Indians have an excellent country; that the valleys of the Wind River are unsurpassed in Wyoming for good soil, excellent water, and plenty of it; that timber is easily obtained; that there is no reason why these Indians should not be a rich and prosperous people, except for one thing—a total lack of ambition; that Chief Washakie and his son Dick, and Norkok, signed the agreement after fully an hour's hesitation, being much of the time besieged by parties interested in the consummation of its provisions; that after the three Indians designated, together with Black Coal, had signed the agreement, the difficulty was all over and the Indians present signed to the extent of seventy-nine Shoshones and Arapahoes; that while he fully recognizes that there are many good features in the agreement as the same was concluded, he does not think there is good enough in it to outweigh its defects; that if the agreement is ratified he thinks the Indians will soon see their error and ask the Department for another Commission for further negotiations; that in forming plans for an agree-

ment with these Indians he did not take into consideration, to any great extent, the actual cash value to the Government of the lands proposed to be ceded; that under the stipulations of the agreement, the Government will acquire title to from 40,000 to 50,000 acres of land susceptible of irrigation, at a cost varying from 50 cents to \$5 per acre, and that perhaps one-half or two-thirds as much more at a cost for irrigation of something like \$10 per acre.

REMARKS UPON THE PROVISIONS OF THE AGREEMENT.

By the first article of the agreement the Shoshone and Arapahoe Indians occupying the Shoshone reservation, cede, convey, transfer, relinquish, and surrender forever and absolutely to the United States all their right, title, and interest of every kind and character in and to the lands, and all water rights appertaining thereto, embraced in the following described tract of country, lying in the State of Wyoming, namely:

Beginning in the mid-channel of the Big Wind River at a point where the river crosses the western boundary line of the reservation; thence in a southeasterly direction following the mid-channel of the Big Wind River to a point known as the Wood Flat crossing, thence in a line due east to the eastern boundary of the reservation; then beginning where the line run due east from Wood Flat crossing intersects the Big Wind River, thence in a line due south to the southern boundary of the reservation.

The ceded portion of the reservation lies north and east of the line described. The diminished reservation embraces much of the best agricultural land of the reserve suitable for allotment, and it appears from the majority report of the Commission that it also embraces available grazing and timber lands.

By the second article of the agreement it is provided that the consideration to be paid for the cession, \$600,000, is to bear interest until paid, at the rate of 5 per centum per annum, but it is not stated where the money is to be deposited; and it seems to me that the act ratifying the agreement should provide for the depositing of the said sum in the Treasury of the United States.

Article three of the agreement stipulates that \$170,000 shall be set apart as a cattle fund, the interest on which at 5 per centum per annum shall be annually expended under the direction of the Secretary of the Interior in the purchase, maintenance, and support of a herd of cattle to be held in common for the benefit of the Shoshone and Arapahoe tribes of Indians; that the Indian agent shall select an appropriate and legal brand for cattle; that it shall be his duty to see that the cattle delivered at the agency for the Shoshone and Arapahoe Indians are suitably branded before being turned upon the range; that he shall have full jurisdiction over the management of the herd; that it shall be his duty to employ all necessary help, with power to discharge the same at any time; that the range management of the herd shall be entrusted to the Indian or half-breed member of either of the said tribes whom the agent shall have selected as the person best qualified for the purpose, with the provision that if it be deemed advisable at any time for the proper care of the cattle the agent shall have the power to employ a well-qualified white man as foreman; that the employés under this foreman shall be selected from the Indian and half-breed members of the tribes; that the foreman and herder shall furnish their own ponies and be allowed a reasonable compensation to be fixed by the agent, and paid out of the money available each year for the running expenses of the cattle herd; that the agent alone shall have power to sell cattle from said

herd, under certain restrictions; that no cattle bearing said Indian brand "shall be sold or transferred in the State of Wyoming, except for immediate slaughter;" that all cattle so sold or transferred shall be delivered by the Indian agent at some agreed-upon corral; that no claim or title of any individual company or corporation to any of said branded cattle running upon the open range can be acquired or shall be recognized; that the agent shall have power to ship beef cattle to eastern markets for sale whenever, in his opinion, such sale would be to the advantage of the Indians; that all sales of cattle shall be for cash, the proceeds thereof to be turned into what shall be known as the Shoshone and Arapahoe cattle fund, and be held by the agent for pro rata distribution to the Indians whenever the said fund reaches a sum equal to \$2 per capita; that any unauthorized person found in possession of cattle from the Indian herd shall be liable to prosecution under the laws of the United States, and upon conviction may be fined not exceeding \$1,000 or imprisoned for not exceeding three years, in the discretion of the court; that the penalties provided for the defacement of the Government brand on cattle shall apply to cases of defacement of the brand selected for cattle belonging to the Indian herd; and that each year it shall be the duty of the agent to make and submit to the Secretary of the Interior a careful estimate of the running expenses of the herd for the coming season, and the amount so estimated shall be reserved from the annual fund, and the balance used in the discretion of the Secretary of the Interior in the purchase of stock cattle.

Messrs. Brigham and Merillat state in the majority report that the cattle fund is one earnestly desired by the Indians; that they are aware of the difficulties that exist in relation to protecting Indian property of all kinds, and especially property in cattle, and of the fact that these Indians have received cattle from the Government, which from lack of proper safeguards have totally disappeared; that much care was, therefore, exercised in framing the cattle article; that on this point the advice of Chairman Woodruff was particularly valuable by reason of his identification with the cattle business in Wyoming for many years, and that it is believed the provisions of the article assure the security of the cattle belonging to the Indian herd proposed to be established, as far as it is possible under a general law to do so.

Mr. Woodruff in the minority report states that he deems the cattle article excellent, except that the fund is too small, and the expenses for a few years at least will nearly if not quite equal 50 per centum of the total amount available, which would render it, from a strictly financial standpoint, a failure, but that the provision for the employment of Indians, principally, to do the work is a redeeming feature, for the reason that it will give them training in that line which will be of much service to them.

I do not believe in the wisdom of the plan as proposed in the agreement for the management of the cattle. It would be against all precedent and exceedingly unwise to leave a matter of so great importance entirely in the hands of the Indian Agent empowering him to act independently of the Secretary of the Interior or the Commissioner of Indian Affairs.

Again, no cattle could be sold or transferred in the State of Wyoming except for immediate slaughter. The clause evidently means that no cattle should be sold or transferred to *be held* in the State of Wyoming. But it does not so read, and the clause is, therefore, objectionable for reasons stated.

I doubt the wisdom of maintaining for the period of eight years a

cattle herd to be held in common by the Indians. This would undoubtedly retard the policy of individual allotment of lands to these Indians. Furthermore, the criminal provision in said article relating to "any unauthorized person found in the possession of cattle from the Indian herd," etc., also needs modification to the end that only persons in the *unlawful* possession of cattle from the said herd shall be liable to prosecution and punishment under the laws of the United States.

I would, therefore, recommend that the agreement be amended by striking out article 3 and substituting in lieu thereof the following:

That \$170,000 of the said \$600,000 be designated and set apart as a cattle fund, the interest on which at 5 per centum per annum shall be annually expended under the direction of the Secretary of the Interior in the purchase of cattle for the benefit of the Indians, and for instructing and training them in stock-raising, said cattle to be managed and disposed of as the Secretary of the Interior may direct.

By the fourth article of the agreement the sum of \$80,000 is set apart as an irrigation fund, the interest on which at 5 per centum per annum, or so much thereof as may be necessary, shall be expended under the direction of the Secretary of the Interior in building dams, constructing ditches and canals for irrigation purposes within the diminished reservation, and in the maintenance and management of such system of irrigation as may be established, with the provision that Indians of the Shoshone and Arapahoe tribes, whenever practicable, shall be employed to perform the work. In the minority report it is stated that the agricultural operations in the State of Wyoming are entirely dependent upon irrigation, and as the Wind River Valley in which the Indian lands lie is unusually well watered, the irrigation fund provided for will enable the Indians to construct ditches as fast as they are needed, as at present they pay but little attention to agricultural pursuits. In the minority report it is also stated that the regulation is good with the exception of its inadequacy to meet the desired result, owing to the limited amount of money available for that purpose. This article is in accordance with the instructions given to the Commission, and it is believed that the carrying out of the provisions as therein set forth will result in great good to the Indians in their agricultural pursuits.

Article 5 provides that the sum of \$250,000 shall be set apart as a general welfare and improvement fund, the interest thereon at the rate of 5 per centum per annum to be annually expended under the direction of the Secretary of the Interior for the civilization, industrial education, and improvement of the Indians, all money to be expended in the purchase of such articles and for such purposes as the Indians may request and the Secretary of the Interior approve, with the provision, however, that a reasonable amount of the same shall be expended each year in the erection, maintenance, and repair of bridges needed on the reservation, and in conducting an experimental farm on the reservation for the benefit of the Indians.

In the disposition of the general welfare fund, the Commission—majority report—states that it gives the Indians a voice as to what use they desire to make of the funds, for the reason that complaint was made to the effect that in the past many things had been bought for them for which they had no use; that this provision, besides removing any cause of complaint on the part of the Indians, will prove a good one in other ways, as it will bring the Indians together in council for the purpose of discussing and considering their needs, and agreeing upon the articles to be asked for each season; that in the opinion of the Commission these discussions will lead the Indians to think and plan for

themselves, thereby becoming a potent educational force among them; that the experimental farm proposed to be provided for the Indians should be conducted in connection with the reservation school, or otherwise as the Department may deem best, for the purpose of teaching the Indians successful methods of agriculture, which they seem anxious to learn, and a knowledge of which they greatly need; that the farm, if Indian labor is employed upon proper terms, will soon become self-supporting, as well as a most useful educational institution for the Indians; that the instructions which the Indians employed on this farm would receive would fit them to conduct farms on their own account, and would, also, result in imparting knowledge of proper agricultural methods to their Indian neighbors and associates who may not be so employed on the experimental farm, and who from observation of the better crops and consequently improved living of those who have served an apprenticeship thereon, would strive to emulate the advanced members of their own race, and secure the increased prosperity reaped by the industrious Indians so instructed in practical agriculture; that it is hard to induce the Indians to wait the length of time necessary to obtain returns from their farming labors; that the Indians, and especially the Arapahoes, could be induced to work if they could be assured of wages each week or month for the labor performed by them; that after a season many of them would see the results of their exertions, and could then be induced to work for themselves, giving way on the farm to other Indian laborers, and that in this way there would soon be upon the reservation a large and increasing number of Indians able to take care of themselves as farmers.

I can see no objection to the stipulations contained in this article. The Indians are given the privilege of making a request for such articles as they may need and desire, and as the same is subject to the approval or rejection of the Secretary of the Interior, I can see no opportunity for the abuse of such a privilege. The provisions therein relating to the erection and maintenance of bridges on the reservation, and the conducting of an experimental farm thereon, I regard as excellent, inasmuch as they are to be carried on under the direction of the Secretary of the Interior.

By the sixth article of the agreement \$50,000 is set apart as a school fund and the interest thereon at the rate of 5 per centum per annum is to be annually expended under the direction of the Secretary of the Interior for the benefit of the industrial school on the reservation, and the Commissioner of Indian Affairs is authorized to designate some person to have under his or her charge the management and care of all property of every kind and character purchased under this article.

Messrs. Brigham and Merillat state in their report that this fund is intended as a supplement to the present school appropriation made by Congress for these Indians, namely, \$50,000 for the establishment of an industrial school on the reservation; that the money annually secured from this fund should be exclusively devoted to the industrial feature of the school; that the pupils in this reservation school should be taught merely the elementary branches, such as reading, writing, and arithmetic; that most of the time, however, should be spent in instructing them in pursuits by which they may be able when they leave school to take care of themselves comfortably; that their information is to the effect that many of the Indians who have been partially civilized in the schools have been practically forced back to the blanket by reason of the fact that they were unable to make a living as white men do; that the educational work among the Indians of this reservation should be

devoted to purposes which will enable them to improve their physical well-being and manner of living, rather than to high intellectual acquirements. Mr. Woodruff states in his report that the industrial school, if properly managed, will no doubt be of more real, lasting benefit to the Indians than all else which they will derive from the agreement with the Government; that there is no doubt but that a farm of from 300 to 600 acres, properly managed, with the requisite equipments, and the employment of Indians to do the work under small wages, paid weekly, could soon, if desired, be made self-supporting; that it would do more to advance the Indians in a knowledge of the proper principles of life than anything else that could be brought to bear upon them; that they should be taught the rudiments of an education, surrounded by moral influences, and schooled in a sense of honor to recognize and distinguish right from wrong; but that spiritually they should be left entirely as they are, for the reason that their intellects are not strong enough to grapple with the different creeds and forms of the Christian religion, and no doubt they would, like many more intelligent people have done, become entangled and lost in doubt and waste their brain forces in matters of conjecture as to the future, which should be applied to better ways and means of meeting the trials of this life, and that the fact is demonstrated beyond a doubt in the majority of cases of education given an Indian abroad is a curse in place of a benefit, unfitting him for the old Indian life, and not advancing him enough to allow him a place with the whites.

The provisions of this article pertaining to an educational fund are in keeping with the instructions given the Commission in relation thereto, which were to the effect that the agreement should contain a clause stipulating that a certain portion of the funds arising from the sale of a portion of their reservation should be expended annually to promote their civilization, industrial education, comfort, and improvement in such manner as the Secretary of the Interior might direct.

Congress has authorized by appropriations already made, amounting to \$50,000, the establishment of an industrial training school on this reservation, and the contracts for the erection of the buildings have already been made. The establishment will accommodate 150 pupils, which at \$167 per pupil (the usual price allowed by Congress in special appropriations) will require \$25,050 per annum for its proper maintenance.

It is very much regretted that more ample provision was not made in the agreement for the support of this school out of the funds accruing to the Indians from the cession of their lands.

Indians who are receiving large sums of money in consideration for lands relinquished to the United States should be required to make out of such funds ample provision for the education of their children. Such use of the money would be productive of results much more satisfactory than per capita payments.

It is provided by the seventh article of the agreement that the funds provided for in articles 3, 4, 5, and 6 of the agreement shall run for the period of eight years, or until the expiration of the present treaty with the Shoshones, when their disposition shall be subject to further agreement between the United States and the Indians.

This provision is not regarded as objectionable, for the reason that the progress of the Indians, the growth of the cattle industry, and the development of irrigation, etc., upon the reservation may render such further agreement desirable or necessary.

By the eighth article of the agreement \$50,000 is appropriated to be

immediately available for per capita distribution to the Indians belonging upon the reservation. This is in accordance with a suggestion contained in the instructions given to the Commission, the object of which is to teach the Indians the value of money and the principles of economy to some extent, as well as to relieve their present necessities.

By the ninth article of the agreement it is stipulated that the United States shall pay \$100 each quarter to Washakie, the head chief of the Shoshones, this payment to continue during his lifetime.

As to this provision, the Commission majority report says that in a peculiar sense Washakie is a "chief;" that he has constantly exercised his all-potent influence over his tribe in the direction of peace with the whites; that in the Brunot agreement he was given \$500 per year for five years on account of his services to the Government; that he is now very old, and that the Commission, in recognition of his services, believes that the above stipulation is but just.

It appears that the members of both tribes willingly consented to this provision; it does not appear, however, from what funds this payment is to be made. I think there can be no doubt that this provision is intended as a gratuity to be paid by the United States, and not from any portion of the funds, or the interest thereon, accruing to the Indians under the agreement for the cession of their lands.

Article 10 provides that five sections of land in proximity to the said selection for the new Government industrial school building shall be reserved to the United States and set apart to be used for the purpose of instructing the Indians in the knowledge of agriculture and stock-raising and for such other use of an educational character as the Government may deem best for the welfare of the Indians; that the five sections referred to shall be surveyed and set apart as Indian school lands at as early a date as the Secretary of the Interior may find practicable, and that no Indian or other person shall settle upon the same from and after the date of this agreement.

The Commission was instructed to reserve and set apart suitable agricultural and pastoral lands, embracing at least five sections, in order that ample facilities might be afforded for instructing the Indians in the knowledge of agriculture and stock-raising; this land used in connection with the industrial school to be established upon the Shoshone Reservation, together with the interest arising from the general welfare fund, will afford ample opportunity to educate the Indians of the reservation, and it therefore appears that the said reservation of five sections of land is in keeping with the instructions.

Article 11 of the agreement provides that any individual Indian or member of the Shoshone or Arapahoe tribe of Indians who has, under existing laws or treaty stipulations, selected a tract of land which falls within the ceded portion, shall be entitled to have the same allotted to him or her, under the terms of the act of February 28, 1891, within one year after the ratification of this agreement, and it embraces a list of twelve families and six other persons who are so entitled.

Article 11 of the treaty of July 3, 1868 (15 Stat., 673), provides that no cession by the tribe (Shoshone) shall be understood or construed in such manner as to deprive, without his consent, any individual member of the said tribe of his right to any tract of land selected by him as provided in article 6 of the last-named agreement. And the Commission was instructed that if any individual Indian had made selection of a tract of land under said article 6, which tract falls within the ceded portion of the reservation, and desired to retain possession thereof, provision should be made in the agreement excepting such selection from the

proposed cession; and that if any Indian belonging to either of the said tribes shall have, at the date of the execution of the proposed agreement, settled upon and made valuable improvements upon any of the lands ceded to the United States thereunder, there should also be incorporated in the agreement a provision to the effect that he or she shall be entitled to have the same allotted to him or her, and to his or her children, in quantity as provided in the act of February 28, 1891 (26 Stat., 794), and upon the terms and conditions as therein set forth.

The provisions of this article are, therefore, in harmony with the instructions.

Article 12 provides that nothing in this agreement shall be construed to deprive the Indians of any annuities or benefits to which they are now entitled under existing treaty stipulations; and that the United States shall maintain a garrison within the limits of the diminished reservation until, after full and complete investigation, the Government shall determine that such garrison may with safety be withdrawn.

In relation to this matter Messrs. Brigham and Merillat state in their report that the Arapahoes and Shoshones are ancient enemies; that though now apparently friendly, there still remains some of the old enmity, and that this would doubtless occasionally cause open hostility to be resumed but for the restraining influence of the military.

As there is already a military post established within the Shoshone Reservation, I see no objection to the stipulations pertaining thereto as set forth in the last-named article.

It is provided by articles 13 and 14, respectively, that the public highways of the reservation shall be kept open for free and unobstructed travel, and that persons whose cattle break into the properly inclosed fields, farms, or gardens of any Indian shall be liable for the damages sustained thereby, and that the Secretary of the Interior may make suitable regulations for carrying out this provision.

In my opinion, article 14 is objectionable for the reason that it would be impracticable for the Department to carry the same into effect. Enforcement of the payment of any such damages could only be secured through the courts having proper jurisdiction of such matters. For these reasons I am of the opinion that the agreement should be amended by striking out article 14.

By the 15th article of the agreement it was provided that the State of Wyoming shall have jurisdiction on the diminished reservation over all persons other than Indians, and over the property of such persons, except that of the agent and employes of the Government used in the course of such agency or employment.

I regard the first clause of this article as unnecessary in part, and in part contrary to existing statutes, hereinafter mentioned. The last clause thereof, exempting the property of the agent and employes of the Government from the jurisdiction of the State of Wyoming, raises the question as to whether Congress has the power to enact such legislation.

The Supreme Court of the United States (October term, 1880), in the case of *Langford vs. Monteith* (12 Otto, 145), holds that where no clause excluding the lands of the Indian tribe from the State or Territorial jurisdiction, or language equivalent thereto, is found in a treaty with the Indians within the limits of such State or Territory, the lands held by them are a part of the State or Territory and subject to its jurisdiction, so that process may run there; the Indians themselves, however, may be exempt from jurisdiction.

The act of Congress approved March 3, 1885 (23 Stat., 385), provides

that all Indians committing against the person or property of an Indian or other person any of the following crimes, namely, murder, manslaughter, rape, assault with intent to kill, arson, burglary, or larceny, within the boundaries of any State of the United States, and within the limits of any Indian reservation, shall be subject therefor to the laws of such State relating to said crimes, and shall be tried therefor in the same court and in the same manner, and shall be subject to the same penalties as are all other persons committing any of the same crimes within the exclusive jurisdiction of the United States.

I have examined the treaties now existing with the Indians of the Shoshone Reservation, and also the act of Congress approved July 10, 1890 (26 Stat., 222), accepting, ratifying, and confirming the constitution of the State of Wyoming, and declaring the same to be admitted as a State into the Union, and do not find any provision in either the treaties or the act referred to excepting the lands of the Shoshone Reservation from State jurisdiction. The lands embraced therein are, therefore, already a part of that State and are subject to its jurisdiction, so that process may run thereon for civil action, except, perhaps, as against the Indians themselves, and the act of March 3, 1885, above referred to, gives the courts of that State jurisdiction over the Indians in cases of the crimes above enumerated.

The first clause of article 15 is, therefore, in part unnecessary, and that portion of the article which provides for the exemption of the Indians from the jurisdiction of the State of Wyoming is in direct conflict with the provisions of the act above cited.

The State of Wyoming already has jurisdiction over the persons and over the property of all individuals, including Indian agents and Government employes other than Indians, upon the Shoshone Reservation in cases of civil action, and it is a question whether this jurisdiction, having once vested in the State, can be restricted or taken away by act of Congress, as proposed by this article. Besides, I do not see any good reason for exempting the property of Indian agents and Government employes other than Indians from the jurisdiction of the State, and do not think that the Indian service would in any manner be benefited by such provision.

I am therefore of the opinion that this entire article should be rejected.

By the sixteenth article of the agreement it is provided that the lands, except the mineral lands ceded and relinquished to the United States, shall, upon proclamation of the President, be opened to settlement under the homestead and town-site laws only, with the provision that one section of land, embracing within its limits the Owl Creek Hot Springs, shall be reserved from settlement and entry and forever dedicated to the public, and that the said section shall be under the control of the Secretary of the Interior, with the provision that a part of the said springs shall be free to the use of the public and the Indians; and that a one-half section of land shall also be reserved, embracing any other springs having medicinal properties, to be under the control and supervision of the Secretary of the Interior, as provided in the case of the Owl Creek Hot Springs.

The Commission, in its majority report, states that it provided for the opening to settlement of the ceded lands under the homestead and town-site laws only, excepting the mineral lands, for the reason that permission to secure more than the maximum quantity of 160 acres allowed under the homestead laws would result in leaving the country almost entirely in the hands of stockmen, to the exclusion of agri-

cultural settlers; that on the northeastern portion of the reservation, on the Big Wind River, there are several remarkable hot springs, which it is sure will prove of great value when the country is opened to settlement; that they are in great repute throughout the section of country surrounding them, and are visited by many persons who, notwithstanding the crude facilities for bathing, find the springs of much benefit for certain diseases, and that for these reasons the Commission has provided that these springs shall forever be reserved from entry as public lands, and conferred upon the Secretary of the Interior the authority to control and supervise the same.

The first clause of this article, providing for the disposition of the ceded lands, is not according to the usual provisions respecting the disposal of lands acquired by cession from the Indians, in that it fails to except section 2301 of the Revised Statutes of the United States. Besides, the disposition of the ceded lands is matter that should be left entirely to the wisdom and discretion of Congress. It does not make the usual reservation of sections 16 and 36, school selections.

I am therefore of the opinion that so much of article 16 as relates to the disposition of the ceded lands should be eliminated from the agreement.

I see no objections to the provision made for the reservation of the Owl Creek Hot Springs and other medicinal springs.

The seventeenth article of the agreement provides that the boundaries of the diminished reservation not already sufficiently marked by natural boundaries shall be surveyed as soon as practicable and marked by suitable permanent monuments. As the agreement makes no provision for the cost of surveying and marking the boundaries of the diminished reservation, this expense will have to be borne by the United States.

By the eighteenth article of the agreement it is provided that this agreement shall not be binding upon either the Indians or the United States until ratified by act of Congress.

The word treaty, referring to these negotiations, occurs occasionally in the body of the agreement.

By act of Congress of March 3, 1871 (16 Stat., 566), it was provided as follows:

That hereafter no Indian nation or tribe within the territory of the United States shall be acknowledged or recognized as an independent nation, tribe, or power, with whom the United States may contract by treaty.

The word "agreement" should, therefore, be substituted for the word treaty when referring to the present negotiations with the Indians.

The commissioners were instructed that the agreement should be signed by at least a majority of the male adults 18 years of age or over, occupying the reservation, in order to give the agreement validity; that a majority of each band was not absolutely necessary, but should be obtained if practicable.

The agreement appears to be the act of a majority of the male adults of both tribes occupying the reservation.

I have estimated the cost of surveying and suitably marking the out-boundaries of the diminished reservation not already surveyed or sufficiently marked by natural boundaries to be not exceeding \$5,000.

The number of Indians entitled to share in the per capita distribution of the \$50,000 provided for in Article 8, according to the census of 1890, is 1,658, making a little more than \$30 to be paid to each Indian of the reservation.

In eliminating the first clause of Article 16 of the agreement, which

provides as to the manner in which the ceded lands shall be disposed of, I have to say that that is a matter for Congress to determine, and it is presumed that proper attention will be given to the subject by that body. I allude to it again simply in order to prevent the possibility of its being overlooked.

With these remarks the agreement is submitted, and I have accordingly prepared the draft of a bill embodying the changes and modifications suggested to ratify the agreement providing for an appropriation of \$600,000—not exceeding \$50,000 of which sum is to be paid to the Indians per capita in cash, the remaining sum of \$550,000 to be deposited in the Treasury of the United States, and bear interest at the rate of 5 per centum per annum, which interest is to be expended annually as provided in the various articles of the agreement as amended and modified; and for the appropriation of the further sum of \$5,000, or so much thereof as may be necessary, to be expended in the survey of the out-boundaries of the diminished reserve as above indicated, and \$400 to be paid to Chief Washakie.

Very respectfully, your obedient servant,

T. J. MORGAN,
Commissioner.

The SECRETARY OF THE INTERIOR.

LANDER, WYO., *October 15, 1891.*

SIR: I have the honor, as chairman of the Shoshone Negotiating Commission, to herewith hand you a treaty made and signed by a majority of the Commission; also a copy of a report as drafted by the same majority. I also have the honor to submit for your consideration this minority report. While I regret very deeply the, in my estimation, necessity of this step, I take it as a matter of disagreeable duty to be performed on my part. My opposition to the treaty, as it was at last agreed to, comes from various reasons. In the first place, I do not believe it is the voice of the Indians themselves, for I know that from the beginning all kinds of schemes were employed to defeat any treaty at all, and if not that, to make it as unsatisfactory as possible, for the treaty has many interested enemies. The Shoshones were first led to believe that they were not getting justice when the Arapahoes were given an equal right to the whole reserve and the proceeds of a sale if effected. When this feeling was overcome by the Commission, and a treaty effected with the Shoshones (see copy), the Arapahoes were then taken in hand by the same parties, and told that the Commission had bought Washakie, and that the Arapahoes were being cheated, and that the best thing they (the Arapahoes) could do was to stand aside and hold out stubbornly until the last, when the Commission would give them any treaty they might ask for rather than make none at all. All of these facts were brought to my notice through indirect channels, but I have no doubt of their authenticity.

I do not believe this is a treaty that is just either to the Indians or the Department. I do not believe its provisions will, if ratified, remove the great causes for complaints and dissatisfactions now existing with the Indians on the reservation. It leaves them much more land than they can in any way possible use or control. To fully appreciate the annoyances arising from this fact, one must have some knowledge of the methods of conducting the cattle business in this State. Stock

range at large; they roam over hundreds of miles of territory, and naturally stop where they find the best feed. As the reservation is surrounded by no barriers, it could be no exception to the general rule, and it is consequently subject to the encroachment of public cattle, and always will necessarily be unless it is reduced in size to the needs and requirements of the Indians, and so diminished that they can guard and protect it as other settlers of this State must do under existing laws. I believe for the better effects, for both the Indians and the Department, the reservation should be reduced in size to, at the largest, the amount estimated by the Department, *i. e.*, 650,000 to 700,000 acres (see letter on land 23,568-91, pp. 8 and 9), and even much less than this amount would be ample for all their needs and requirements, while, under the stipulations of this treaty, they retain at least 1,000,000 acres. This they can not in any way make use of, while on the contrary it is a positive source of annoyance and trouble to them and to the Department, while the property they would secure from its sale, if properly and judiciously managed, would soon place them in a position to become self-sustaining and highly prosperous.

If I may be allowed to express a personal opinion, based on a lifetime experience amongst Indians, I would say that the Indians ought not to have a deciding voice in handling affairs of this kind. They are as children who follow their leader blindly, like a flock of sheep, no matter which way he goes, while he, the leader, is pulled from side to side by the different influences brought to bear on him by men who act from personal motives and not for the welfare of the Indians. The Indians have no knowledge of their own needs, or the slightest idea of what is required to fulfill them. They do not comprehend amounts of money, or its value. Two hundred thousand dollars to them has the same meaning as \$1,000,000, and a small cash payment in hand will accomplish more with them than a future prospect for large returns. They deem all agents of the Government to a great extent as enemies, and seek advice from other sources, thereby rendering themselves easily led astray by their real enemies; and in my estimation, based on much observation, the surest and best way to deal with them and secure the best results, is for the Department to thoroughly investigate and determine the best methods, and then dictate to the Indians what they shall do and how they shall do it. And I know that just so long as the Government issues them free rations, with their only duty or ambition in life to get to the agency the shortest and easiest way possible, return to their lodge and live in idleness with nothing to stimulate their lack of ambition, just so long will they be Indians and nothing else. They must be lifted above that level. They must be taught that the things of this life do not come spontaneously, and that the only right way to obtain them is by service in some way rendered in return. It is a well-known fact that a long extended gratuity to any people or persons does not tend to their elevation, but strictly to the contrary. The influence is to weaken all sense of ambition and strengthen the habits of dependence and indifference to the higher aims of this life. They should be taught the lesson of self-dependence in the matter of daily life, and that by a slight disagreeable experience, if necessary. They should be taught to prepare ahead for more than one day or week. When they have learned this lesson they will have advanced in the scale of civilization much beyond their present status.

The majority of the Indians are physically perfect. They are fitted in this way to cope with the battles of this life much more fully than the average white man, and it is equally unjust to them and to a tax-

paying public that they be supported in habits of extreme idleness for so many years without a slight degree of advancement. I have known these two tribes of Indians since before the Arapahoes were placed here, and I can say truly that they are no nearer being in a civilized way self-supporting than they were that many years ago. With all the money that has been expended on them and all the education and training they have supposed to have derived from their head farmers, mechanics, and instructors, and free rations, they do not grow on an average, from year to year, as much farm products as is issued to them each year for seed. True, this season they filled the Government hay contract at Fort Washakie, but it has been a wet year and the hay grew with no trouble of irrigation. Last year was dry, so, as a natural consequence, they cut no hay to speak of. They have an excellent country. The valleys of the Wind River are unsurpassed in Wyoming for good soil, excellent water, and plenty of it. Timber is easily obtained, and there is no possible reason why they should not be a rich and prosperous people, except for one thing—a total lack of ambition. This is not meant in any sense to be a criticism on the actions of the Department, but only a statement of things as they have come to my notice after a long continued acquaintance with the Indians. I am well aware that every crank in the country thinks he knows just how to solve the Indian problem, and is willing to try it. I am not of that class. I am entirely willing some one else should take the responsibility and shoulder the burden, and if I have taken too much liberty, I humbly beg pardon.

There are many good features in the treaty as it is now before you, but I do not propose to be in any way driven or forced by circumstances to be a party to a treaty that I do not think right and good in all its provisions. Chief Washakie and his son Dick and Norkok signed the treaty after fully an hour of hesitation, being most of that time besieged by parties interested in the consummation of these provisions. After these three had signed, together with Black Coal, the difficulty was all over and the Indians present signed to the extent of seventy-nine Shoshones and Arapahoes.

The cattle article I deem excellent, except that the fund is too small, and the expense for a few years at least will nearly if not quite equal 50 per cent of the total amount available, which would render it, from a strictly financial standpoint, a failure. The provision that Indians be employed principally to do the work, however, is a redeeming feature, for it will give them a training in that line which will be of much service to them.

The irrigation article is also good, with the exception of its inadequacy to meet the desired results, owing to the limited amount of money available for the purpose.

The cash per capita fund, while I did not object to it, because it was allowed by the Department and was a strong inducement to the Indians, yet I do not think the effects are in any way beneficial, but on the Indians in general will work an injury. With few exceptions no one will be much benefitted except the trader and the scientific manipulator of the poker deck. If cash is to be given to Indians I would recommend that it be paid to them in small sums semi-annually. In this way they would derive some benefit from it, but in large quantities none whatever comparatively. It induces a short season of great extravagance, after which comes a relapse of discontent and mistrust.

The industrial school, if properly managed, will no doubt be of more real, lasting value to the Indians than all else they will derive from any

treaty with the Government, and there is no doubt but a farm of from 300 to 600 acres properly managed by a live, energetic man with the requisite equipments, and the employment of Indians to do the work under small wages paid weekly, could soon, if desired, be made self-supporting and do more to advance the Indians in a knowledge of the practical parts of life than anything that could be brought to bear on them. They should be taught the rudiments of mental education. They should be surrounded by moral influences and schooled in a sense of honor to know and acknowledge right from wrong. But spiritually they should be left entirely as they are, for their intellects are not strongly enough developed to grapple with the different creeds and forms of the Christian religion. They no doubt would, as many more intelligent people have, become entangled and lost in doubt, and waste their brain forces in matters of conjecture as to the future, which should be applied to better ways and methods of meeting the trials of this life. The fact is demonstrated beyond a doubt in the majority of cases of education given an Indian abroad is a curse in place of a benefit, and especially is this the case with the girls. Such an education unfits them for the old Indian life, and does not advance them enough to allow them a place with the whites. I speak of these tribes only.

While I fully recognize the many good features in the treaty as it is now before you, I do not think there is good enough to outweigh its defects. If this treaty were ratified I think the Indians would soon come to see their error; that by having more land than they can use or control, and meeting with the same constant annoyances which they have experienced before, growing from the same cause, and which will certainly continue, they would soon ask the Department for another Commission and another treaty. I do not think it good policy to isolate a small band of Indians in the center of a large reservation. On the contrary, I believe the influence of a contract with the whites, especially farmers, to be highly beneficial to the Indians. It has a tendency to break up their tribal ways, and by observations of the ways of whites they would soon come to emulate civilized methods, while if by themselves entirely, they will naturally continue their old habits.

It will certainly be many years before the Shoshones and Arapahoes are on terms of friendly intercourse. The Shoshones deem the Arapahoes as invaders and interlopers, and the Arapahoes carry the privileges granted by the Department with a high hand, sometimes to the Shoshones quite offensive. The two tribes are as different in ways, temperament, and disposition as the French and Irish. This fact, coupled with their old-time, long-standing enmity, makes it quite natural that they should be anything but friendly. And now the animosity stirred up by the outcome of this treaty will last for some time to come. There was a strong request for a division of the reservation between the two tribes, but that, of course, would necessitate the outlay of quite an amount of money, so the Commission hesitated to recommend it. Could the money now available for a subissue station be expended for bridges, the situation of the Arapahoes would be fully as favorable to the present agency as that of the Shoshones who live on the Upper Big Wind River.

In forming plans for a treaty with these Indians, I did not take into consideration to any great extent the actual cash value to the Government of the land ceded. Under the stipulations of this treaty the Government will acquire title to probably from 40,000 to 50,000 acres of land, susceptible of irrigation at a cost of from \$2.50 to \$5 per acre, and perhaps one-half or two-thirds as much more, at a cost for irriga-

tion of something like \$10 per acre. I do not base these figures on actual surveys, but from a thorough knowledge of the country and of the principles of irrigation. While the additional tract of land embraced in the treaty made and signed by the Shoshones does not include a large tract of country, there is probably at a rough estimate 90,000 acres. It contains about 19,000 to 20,000 acres that could be brought under irrigation at a cost from \$3.50 to \$5 per acre and leave the southern boundary of the reservation in much better condition for the Indians than at present. The line would be partly defined by a small creek that usually goes dry in the fall and the balance of the way through hills, thereby shutting off the natural drift of cattle which follows the larger streams to secure water. The treaty spoken of that was framed with the Shoshones was signed by them with but little reluctance. True, they would prefer to sell a tract of country wholly worthless to them and nearly so to the Government for a big sum of money, and retain all of their more valuable lands for a basis for future treaties, but this I would not submit to, although I was very anxious to effect a treaty. I do not hesitate to say that the provisions incorporated in the first treaty were formed by the Commission with much care and after much labor and investigation, and that I, with the other members of the Commission, pronounced them good, but I could not with the same sentiment indorse the same propositions reduced in lands and pro rata. I am, therefore, for the reason stated, obliged to decline giving my signature or sanction to the treaty herewith transmitted. As I have said, it has features that are commendable in their theory, at least, notable the cattle and irrigation funds, but practically the good that might come from them would be greatly retarded by the inadequacy of the funds. On the other hand, it has features which, in my opinion, are fatal to its usefulness.

The Indians are left as now with too much land. The same complaints which their superabundance of land now gives rise to must necessarily continue. They surrender what is comparatively a small portion of their reservation, considering its value, and a portion from which but little of their former troubles have arisen. The part surrendered is comparatively worthless, and they propose to receive for it what, in the best possible light, is an exorbitant price. Nor is it just to the Indians as recipients of gratuities, nor to the Government as donator, that the Indians be allowed to dictate as to what they shall receive and how it shall be given. If they are competent to do this they are qualified to take care of themselves. If they lack the requirements of being capable of caring for themselves they certainly are not qualified to dictate as to how they shall be taken care of. If they be humored in this bargain it will be all the more difficult to deal with them at a time when it becomes necessary to make another treaty for further cessions by reason of the defects in this proposed treaty, and the requirements of an advancing civilization demanding that more of the reservation be opened to usefulness.

I have the honor to subscribe myself, very respectfully,

J. D. WOODRUFF,

Chairman, Shoshone Negotiating Commission.

Hon. T. J. MORGAN,

Commissioner of Indian Affairs,

Washington, D. C.

WASHINGTON, D. C., *October 20, 1891.*

SIR: The Commission appointed by the Secretary of the Interior to negotiate with the Shoshone and Arapahoe tribes of Indians on the Wind River or Shoshone Reservation, in the State of Wyoming, for a cession of part of their reservation, has the honor to report that it has effected an agreement with the Indians, which agreement is herewith submitted. The Commission believes that this agreement is fair both to the United States and to the Indians, and that the effect of its provisions will be to materially advance the Indians in civilization.

The Commission in its negotiations endeavored, so far as possible, to secure lands not likely to be used by the Indians for years to come, and to open up to settlement this large reservation, giving the Indians in return a liberal price for the lands ceded under provisions which, it is believed, will, if well administered, result in their steady advancement and progress. In framing its scheme for the disposition of the money to be paid the Indians the Commission sought to provide means of livelihood for a part of the members of two tribes, and to assist and encourage the others in pursuits which, if once well acquired, would enable the Indians to maintain themselves without further assistance from the Government. The Commission recognized the fact that progress of this sort necessarily would be slow, and that it would be some years before the Indians would reach the condition to which it is hoped ultimately to bring them, and for this reason it provided that only the interest on the funds created by the agreement should be used annually. By this means it will be possible each year to raise the Indians to a position in civilization higher than that of the preceding year, and to steadily improve their condition while not diminishing their income from the Government. Although the funds which the value of the lands ceded permitted the Commission to provide are not large enough to make progress as rapid as the friends of the Indians desire should be the case, they are probably large enough, when added to what is now given them, for the present stage of development of these Indians and for the improvement which they will show for some time.

The present treaty with the Shoshones, under which they receive rations and clothes from the Government, will expire in eight years, and for this reason the Commission provided that at the time the existing treaty expires the disposition of the moneys the Indians are to receive for the lands they sell shall be subject to a further agreement between the United States and the Indians. Moreover, by that time a sufficient interval will have elapsed to fairly test in all respects the practical workings of the methods adopted by the Commission for the advancement of the Indians, and it may be that they will then have made sufficient progress to justify the Government in giving them a still larger voice in the management of their property, the Commission going as far in this direction as it deemed wise at the present time.

The instructions furnished the Commission by the Department placed the number of Indians of the two tribes belonging on the reservation at 1,732, and the males over 18 years of age at 393. Of this latter number 283 have signed the treaty submitted. A majority of the members of each tribe has been secured. Not an Indian refused to sign the treaty, but bad roads and the absence from the reservation of many Indians, especially Shoshones, prevented the Commission from securing the signatures of all the members of the two tribes. A paper was left at the Indian agency to be signed by such of the absent Indians as desire to have their signatures affixed to the treaty.

A careful estimate of the area of the reservation shows it to contain

about 2,000,000 acres, and of this total area the Indians under this agreement cede to the United States 1,100,000 acres, or more than half their reservation. The land ceded embraces nearly all of the reservation north of Wind River and a strip on the eastern side. The reservation is left with natural boundaries so far as practicable.

For the lands ceded the Indians receive \$600,000, or 55 cents an acre.

Taking out the cash per capita payment of \$50,000, agreed to be paid on ratification of the treaty, there remains \$550,000, which the Commission provided should be set aside for the benefit of the Indians and bear interest at the rate of 5 per cent per annum. Out of this amount four funds (the interest only to be annually spent) were created, viz: a cattle fund of \$170,000, an irrigation fund of \$80,000, a general-welfare fund of \$250,000, and a school fund of \$50,000. The general welfare fund, as will be noticed, is much the largest of these funds, and besides being used for any beneficial purposes not specially provided for in the treaty, a portion of the annual interest may be used to supplement either the cattle or irrigation funds in case it shall be found in any year that the interests of the Indians may thereby be more effectively promoted than by its entire devotion to general purposes.

The first fund, and one earnestly desired by the Indians, is the cattle fund. The Commission is aware of the difficulties that exist in the way of protecting Indian property of all kinds, and especially property in cattle, and of the fact that these very Indians have received cattle from the Government which, for lack of proper safeguards, have totally disappeared. A great deal of care was therefore exercised in framing the cattle article, and on this point the advice of the chairman was particularly valuable through his identification for many years with the cattle business in Wyoming. The method provided for the management of the herd is that which long experience has taught the most successful and conservative cattlemen of Wyoming to be the one best adapted to the security of their property from lawless persons, and it is believed assures, as far as it is possible for a general law to do, the security of the cattle belonging to the Indian herd proposed to be established.

The agricultural operations in this part of the United States are entirely dependent upon irrigation, and as the Wind River valley in which the Indian lands lie is usually well watered the irrigation fund provided will enable the Indians to take out ditches as fast as they are ready to do so. At present they pay little attention to farming.

In the irrigation and cattle articles, the Commission gives preference in labor to Indians, and provides for payment of wages to such of them as can be used and are willing to do the work required under the two articles.

In the disposition of the general-welfare fund, the Commission gives the Indians a voice in saying to what uses they desire the money to be put. The Indians complain that in the past many things have been bought for which they have no use. It is believed by the Commission that besides removing any cause of complaint on the part of the Indians, the provision referred to will prove a good one in other ways, as it will bring the Indians together in council for the purpose of discussing their material needs and agreeing upon what they will ask for each coming season, the Commission relying upon the authority conferred upon the Secretary of the Interior to disapprove these requests to prevent abuses that might occur if the Indians had uncontrolled use of the money. The Commission believes that these discussions, by leading the Indians to think and plan for themselves, will be a potent educational force.

The Commission has also had in mind, and has given authority in the general-welfare fund, for the establishment of an experimental farm for the Indians, to be conducted in connection with the reservation school, or otherwise, as the Department may see fit, for the purpose of teaching the Indians successful methods of agriculture, which they seem anxious to learn, and of a knowledge of which they stand greatly in need. The Commission is of opinion that if a good, competent farmer, understanding the irrigation system, is secured to manage this farm, with authority to employ competent help to assist in instructing the Indians, and with authority to employ the Indians to work for wages (which for the Indians need not be large), that this farm would soon be self-supporting, as well as a most useful practical educational institution. The instruction the Indians employed on this farm would receive would fit them to conduct farms on their own account, and would also incidentally result in imparting knowledge of proper agricultural methods to their Indian neighbors and associates who have not been so employed on the experimental farm, and who, from observation of the better crops and consequently improved living of those who have served their apprenticeship on the farm, would strive to emulate the advanced members of their own race and secure the increased prosperity reaped by the industrious Indians instructed in practical agriculture. It is hard to induce the Indians to wait the length of time necessary to get returns from their farming labors, but the observation of the Commission has convinced its members that many Indians, especially among the Arapahoes, could be secured to work, if they could each week or month be assured of wages for their labor; and after a season of this many of them would see the results of their exertions and could be induced to work for themselves and give way on the farm to others. In this way there would soon be on the reservation a large and increasing number of Indians able to take care of themselves as farmers. Of course, all of them, even after a trial, might not care to continue at farming, but the habit of industry acquired, and the desire and ambition for better food and lodging, for which a taste was partially acquired while at work on the farm, would be of great help to the Indian in any occupation he might select. A little effort has heretofore been made to induce these Indians to farm, but the results can be better described by being unnoticed. It is only fair to the agent, however, to say that his force of employes is not adequate to the work under his direction.

The last fund provided is the school fund, and the Commission intended this as a supplement to the present school appropriation made by Congress for these Indians. The last Congress appropriated \$50,000 for the establishment of an industrial school on the reservation. The Commission is of opinion that the money annually secured from the school fund created in the treaty submitted should be exclusively devoted to the industrial feature of this school. It recommends that the scholars in this reservation school be taught merely the very elementary branches of knowledge, such as how to read, write, and count, and that most of each day be spent in instructing them in pursuits by which, when they leave the school, they may be enabled to take care of themselves comfortably. The testimony of many persons who have been questioned on the subject is to the effect that a great many of the Indians who have been partially civilized in the schools have been practically forced back to the blanket by reason of the fact that they were unable to make a living as white men do. The Commission feels that it can not too urgently press upon the consideration of the Department the necessity of devoting the greater part of its educational work

among the Indians of this reservation to things which will enable them to improve their physical well-being, and it is confident that this should precede rather than follow any high intellectual acquirements. Five sections of land have been secured for use principally as a farm and stock range in connection with the school.

A quarterly payment of \$100 to Washakie, the Shoshone head chief, is provided. In a peculiar sense Washakie is a "chief," and his all-potent influence over his tribe he has constantly exercised in the direction of peace with the whites. In the Brunot treaty Washakie, for his services to the Government, was given \$500 a year for five years. He is now very old, and the Commission, in recognition of his services, feels that it is but just that in this agreement it should be stipulated that Washakie receive the amount of \$400 per annum during his lifetime. This payment is made with the full consent of the Arapahoes and also of the Shoshones.

Another article of the treaty provides that the Army post at present located within the reservation limits shall not be removed until, after full investigation, the Government shall be satisfied that the Indians are able to take care of themselves and are living in amicable relations toward each other. The Arapahoes and Shoshones are ancient enemies, and, though now apparently friendly, there still remains some of the old enmity, and this would doubtless occasionally cause open hostilities to be resumed but for the restraining influence of the military. The situation of the post is a good one from which to repel any incursions by hostile Indians from the north, and it also affords a market for Indian products. With proper encouragement the Indians should be able in a few years to supply the post at moderate prices with all the hay, grain, vegetables, and beef needed for its maintenance.

The foregoing are the principal provisions in the treaty negotiated, but a number of minor matters have been incorporated in it to remedy defects found to exist. One of these minor provisions declares that no charge shall be made for passage across the reservation, and that no obstruction to travel shall be erected, the Commission in its journey across the reservation finding several fences erected by Indians squarely across main traveled roads.

The lands thrown open to settlement the Commission has provided shall be subject to entry under the homestead, town-site, and mineral land laws only. It has done this for the reason that permission to secure more than the maximum quantity of 160 acres allowed under the homestead law would result in leaving the country almost entirely in the hands of stockmen to the exclusion of agricultural settlers.

Much of the reservation is still unsurveyed, and until this is done and the opening up of the land gives an inducement for capital to venture therein, it can not be stated with certainty how much of the lands ceded can be irrigated and turned into farms. The streams in the reservation are rapid running, with a fall frequently of 80 feet to the mile, and there are large "benches" not far from some of these streams which, it is stated, can be made susceptible of high cultivation by means of ditches which can be constructed at a reasonable cost. The quantity of land which can be opened up to agricultural settlement in this way is estimated by persons well acquainted with the reservation at from 100,000 to 150,000 acres.

Along the streams there is in addition a considerable quantity of fine bottom land. Some of this has been already located by Indians and half-breed members of the tribes, and the Commission provide that they shall be entitled to retain these selections under the terms of the allot-

ment act, it being understood that they also retain their annuities and privileges the same as though located on the reservation.

Of that portion of the ceded land not suitable to agriculture, the greater part is well adapted to stock and sheep-raising. Coal and oil are found on the ceded lands, and there are indications of the presence of more valuable minerals. As the lands, however, at present belong on the Indian reservation, there has of course been no opportunity nor inducement heretofore for persons to demonstrate whether or not minerals exist in paying quantities.

On the northeastern part of the reservation, on the Big Horn River, there are several remarkable hot springs which the Commission is sure will prove of great value when the country is opened up. The springs are surrounded by hills and mountains on all sides, and at present the only approaches to them are exceedingly rough mountain roads and trails. They are in great repute throughout the section of country surrounding them and are visited by many persons who, notwithstanding the crude facilities for bathing, find the springs of much benefit for blood and skin diseases and rheumatism. It is claimed that these Owl Creek hot springs will one day have a reputation equal to that of the famous Hot Springs of Arkansas. The Commission has provided that these springs shall be forever reserved from entry as public lands, and has conferred upon the Secretary of the Interior the authority necessary to lease the land around them to hotel managers under restrictions providing free bathing facilities for those unable to pay for hotel accommodations.

The lands which the Indians cede to the United States are not now used, nor are they likely soon to be used by them. Their character, except the bottom lands, on which Indians who have locations retain all their rights, is such that the members of the two tribes, with their exceedingly limited capital and resources, could never utilize them. The Indians are left with all the lands—agricultural, timber, grazing, and coal lands included—which in the opinion of the Commission they can possibly use to advantage.

The Commission made an unsuccessful effort to secure a strip of land of about 60,000 acres on the southern border of the reservation. This tract the Indians now use only to a very slight extent, and the Commission was of opinion it was not likely in the future to be of as much value to them as the \$100,000 additional offered for this tract would be if put into funds for the benefit of the Indians, the Commission also agreeing, if this land on the southern border were ceded, to waive claim to the land on the eastern side of the reservation.

The opening up of this southern tract it was believed would facilitate the settling up of the country and increase the prosperity of the section of Wyoming to the south of the reservation without hurting the Indians. The Shoshones reluctantly consented to its sale, their chief, Washakie, however, at first absolutely declining to even consider a proposal for its sale; but even when the Shoshones had consented, the Arapahoes firmly refused to even listen to its proposed sale. They represented that its cession would make the reservation too narrow; that it would bring whisky sellers and persons of bad character too close to them and thereby cause trouble, and also that the Popo Agie, which runs along the southern boundary of the reservation, was a good natural boundary, which affords the Indians considerable protection against cattle and horses belonging to persons off the reservation; while Mill Creek, to which the cession of this southern strip would have removed the boundary line, was only an exceedingly small rivulet which cattle would

at all times readily cross to trespass on the Indian fields and gardens located on the other side of the creek, and eat and destroy the crops. The Commission conceded the force of these objections, but believed the advantages the Indians would receive from the additional \$100,000 offered for the tract would compensate for the disadvantages arising from its sale. When, however, the majority of the Commission found how strong and determined was the opposition of the Indians, it did not feel that it should further press the sale. The Arapahoes, after stating their objections to the sale of the southern strip, offered to sell the land first asked for by the Commission, including the eastern strip to which objection had heretofore been made, for the price first named by the chairman and other members of the Commission, viz, \$600,000, and also agreed to certain modifications in the disposition of this money made necessary by the instructions of the Department to provide a school fund out of money paid for lands. The Shoshones willingly consented to this arrangement, and accordingly the treaty submitted was framed by the Commission, and subsequently signed by every male Indian of the proper age not absent from the reservation.

The Arapahoes in each council with the Commission requested the establishment of the subissue station the Government promised them some time ago. Many of them now have to travel 30 miles to draw their rations and to cross streams which are frequently high and in the springs are sometimes unfordable. These Indians, under the guidance of the Arapahoe chief Black Coal, who by precept and example endeavors to get them to work and adapt themselves to the ways of the whites, are making considerable progress, and the time necessarily consumed in drawing rations is a serious interruption to their efforts. The Commission is informed, and so informed the Indians, that Congress has appropriated \$5,000 to build a subissue station, and it urges upon the Government the necessity of having this in operation as soon as possible. Should it be found that the maintenance of two issue stations on the reservation would involve too much expense, the situation could be relieved by the erection of several bridges. At times the Arapahoes actually suffer for want of food through their inability to get to the agency to draw their rations.

The Arapahoes evince considerable interest in educational matters, and since the making of the treaty have requested the Commission to ask the Government to establish day schools in their vicinity. The cost of such schools would be small, and the reported success of similar schools among the Sioux induces the Commission to recommend that the request of the Arapahoes be granted, and that a day school be also established among the Shoshones if requested. The Arapahoes, in making their request, said that there were a number of youths of their tribe who would like to attend school but could not become boarding scholars, for the reason that they were needed at home part of the day to work. The present Government boarding-school building on the reservation is a dilapidated affair, very poorly ventilated; and as the health of some of the Indians attending it has suffered from lack of pure air, there is unquestionably a prejudice with some of the Indian against boarding schools, which would not exist against schools permitting the scholars to be at home each morning and evening.

As a result of the observations of the Commission, it urges upon the Government the desirability and importance of obtaining the services of the best agriculturist who can be secured to have direction of all farming operations among the Indian and on the proposed school farm. This man should be experienced in irrigation operations in the Rocky

Mountain region. The foreman of the cattle herd should also be a man of ability in his line, and it is believed that it would be practical economy to pay a sufficient salary for these two places to secure first-class men. The Indian agent should be required to see to the prosecution of all cases coming to his knowledge of depredations against the Indian herd, as it is only by prosecution and, when found guilty, punishment (a matter of which there is little doubt) that this cattle herd can be protected from the lawless element, which regards theft from Indians as at the most a very venial offense.

There are on the reservation a half dozen or more families of white persons who had located thereon before the country was set apart for the Indians. Some sixteen or seventeen years ago, soon after the reservation was created, the Government notified these persons that the lands were Indian lands and appraised their improvements, the settlers agreeing to accept the amounts awarded them. It was not, however, until a year ago that Congress appropriated the money necessary to pay these appraisements. Meanwhile the settlers had made further improvements on their farms, and it seems to the Commission hardly just that they should now be compelled to relinquish their homes on payment of simply the amounts awarded them sixteen years ago. The Indians have requested the removal of these men on the ground that their cattle break into Indian fields. The farms of these settlers are among the best in this part of the State. They are located in proximity to the proposed industrial school, and they can be turned at once into the school farm the Government proposes to establish with but a little expense for additional fencing. The Commission recommends that steps be taken by the Government as soon as possible to determine what amounts of money should be awarded the settlers for their improvements, and that they be required to vacate the reservation within a reasonable period.

Many of the Indians show a preference for teaming and the raising of horses. Their ponies are small, and the Commission recommends that from the general-welfare fund the Government purchase from time to time as many horses of good size as the money available will permit for distribution among the more intelligent and industrious Indians, with the view of improving their stock. The Indians should be able to do a large part of the work of hauling supplies for this section of the country, and in this, as in all other employments, the Commission recommends encouragement to those Indians who will work. The present is a most favorable opportunity to offer encouragement, as the influence of many of the headmen is exerted in the direction of industrious habits.

The Commission has been asked to recommend the establishment of a hospital on the reservation for Indians and others, but submits the matter to the Department for further investigation. There is a hot spring situated near the Shoshone Agency, and it is represented that, if a building was erected near this spring and the agency physician's headquarters established therein, the revenue from patients other than soldiers or Indians would be sufficient to pay the running expenses of the hospital.

With these explanations and recommendations the Commission, with the full and unqualified approval of the Indians, submits the present treaty, confident that the result of its wise execution will be considerable progress and advancement on the part of the Indians when the time arrives, eight years hence, to say what disposition shall then be made of the money to the credit of the Indians.

Mr. Woodruff, chairman of the Commission, will submit a minority

report, containing objections to the provisions of the treaty. Some of these objections were submitted to the majority of the Commission by Mr. Woodruff after the Indians refused to sign a treaty ceding a tract on the southern boundary of the reservation, but were not considered by them as of sufficient importance to justify the Commission in refusing to negotiate the treaty submitted. In the opinion of the majority of the Commission, these objections spring from the refusal of the Indians to sell the southern strip of their reservation. There is naturally a strong feeling on the part of people living south of the reservation in favor of opening up that part of it adjacent to them, but, as already stated, the Indians will not now sell that part, and the Commission, by this agreement, secures considerably over half of the reservation and all the lands that the Indians are willing to part with at the present time. The agreement submitted is therefore a long step in the direction of reducing the size of the land holdings of these Indians and of doing away with the policy of isolating them and treating them as favored individuals, to be fed, clothed, and cared for without effort, work, or worry on their part.

In the future the Indians, doubtless, will be prepared to sell still more of their lands, and to come in closer contact with the whites. The agreement negotiated will operate to that end by advancing the Indians in civilization. But, while we think the Government should endeavor to absorb the Indian into the great mass of the community, we believe that in so doing in all its dealings it should be scrupulous to act toward the Indians with absolute justice and fairness, and should studiously avoid doing anything which would have the appearance of forcing them to part against their will with what is rightfully theirs by virtue of treaty stipulation.

Very respectfully, your obedient servants,

C. H. MERRILLAT.
J. H. BRIGHAM.

Hon. THOMAS J. MORGAN,
Commissioner of Indian Affairs,
Washington, D. C.

Articles of agreement, made and entered into at Fort Washakie, in the State of Wyoming, on the second day of October, eighteen hundred and ninety-one, by and between John D. Woodruff, Charles H. Merrillat and Joseph H. Brigham, commissioners on the part of the United States, and the Shoshone and Arapahoe tribes of Indians in the State of Wyoming.

ARTICLE I.

For the consideration hereinafter named the said Shoshone and Arapahoe tribes of Indians hereby cede, convey, transfer, relinquish, and surrender, forever and absolutely, subject to certain conditions hereinafter named respecting the right of individual Indians to retain allotments heretofore taken on the ceded part of the reservation, all their right, title, and interest, of every kind and character, in and to the lands, and the water rights appertaining thereunto, embraced in the following-described tract of country in the State of Wyoming:

All that portion of the Shoshone reservation lying north and east of the following-described lines, to wit: Beginning in the mid-channel of the Big Wind River at a point where the river crosses the western boundary line of the reservation; thence in a southeasterly direction, following the mid-channel of the Big Wind River to a point known as the Wood Flat Crossing, thence in a line due east to the eastern boundary of the reservation; then, beginning where the line run due east from Wood Flat Crossing intersects the Big Wind River, thence in a line due south to the southern boundary of the reservation

ARTICLE II.

In consideration for the lands ceded, sold, relinquished, and conveyed, as aforesaid, the United States stipulates and agrees to pay to the Shoshone and Arapahoe tribes of Indians the sum of six hundred thousand dollars, to bear interest until paid at the rate of five per cent per annum, and to be expended for the benefit of the Indians in the manner hereinafter described.

ARTICLE III.

Of the said six hundred thousand dollars, one hundred and seventy thousand dollars is hereby set apart as a cattle fund, the interest on which at five per cent per annum shall be annually expended, under the direction of the Secretary of the Interior, in the purchase, maintenance, and support of a herd of cattle, to be held in common for the benefit of said Shoshone and Arapahoe tribes of Indians. The Indian agent shall select an appropriate and legal brand for the cattle and it shall be his duty to see that all the cattle delivered at the agency for the Shoshone and Arapahoe Indians are suitably branded before being turned on the range. The Indian agent shall have full jurisdiction over the management of said herd of cattle. It shall be his duty to employ all necessary help and he shall have power to discharge said help at any time. The range management of the herd shall be intrusted to the Indian or half-breed member of either of the tribes whom the Indian agent shall select as the person best qualified for the purpose: Provided, however, that if it be deemed advisable at any time for the proper care of said cattle, the agent shall have power to employ a well-qualified white man as foreman. The employés under this foreman shall be selected from the Indian and half-breed members of the tribes. The foreman and herders shall furnish their own ponies, and shall receive a reasonable compensation, to be fixed by the agent, and paid out of the money available each year for the running expenses of the cattle herd. The Indian agent alone shall have power to sell cattle from said Indian herd, under the following restrictions: No cattle bearing said Indian brand shall be sold or transferred in the State of Wyoming, except for immediate slaughter. All cattle so sold or transferred shall be delivered by the Indian agent at some agreed-upon corral, and no claim or title of any individual company or corporation to any of said brand of cattle running upon the open range can be acquired or shall be recognized. The Indian agent, however, shall have power to ship beef cattle to Eastern markets for sale whenever in his opinion such shipment would be to the advantage of the Indians. All sales of cattle shall be for cash, and the proceeds shall be turned into what shall be known as the Shoshone and Arapahoe cattle fund, and held by the agent for pro rata distribution to the Indians whenever said fund reaches an amount equal to two dollars per capita.

Any unauthorized person found in possession of cattle from the Indian herd shall be liable to prosecution under the laws of the United States, and on conviction may be fined not exceeding \$1,000, or imprisoned for not exceeding three years, in the discretion of the court. The penalties provided for defacement of the Government brand on cattle shall apply to cases of defacement of the brand selected for cattle belonging to the Indian herd. Each year it shall be the duty of the Indian agent to make and forward to the Secretary of the Interior a careful estimate of the running expenses of the herd for the coming season, and the amount so estimated shall be reserved from the annual fund, and the balance used, in the discretion of the Secretary of the Interior, in the purchase of stock cattle.

ARTICLE IV.

The further amount of \$80,000 is hereby set apart as an irrigation fund, the interest on which, at 5 per cent per annum, or so much thereof as may be necessary, shall be annually expended, under the direction of the Secretary of the Interior, in building dams, constructing ditches and canals for irrigation within the diminished reservation, and in the maintenance, enlargement, repair, and management of such system of irrigation as may be established: Provided, that in the employment of persons for work, Indians, members of the Shoshone and Arapahoe tribes, shall be employed whenever practicable, and shall be paid the average wages paid to white laborers for the same service rendered.

ARTICLE V.

The further amount of two hundred and fifty thousand dollars is hereby set apart as a general, welfare and improvement fund, the interest on which, at five per cent per annum shall be annually expended, under the direction of the Secretary of the

Interior, for the civilization, industrial education, comfort, and improvement of the Indians, the money to be expended in the purchase of such articles and for such purposes as the Indians may request and the Secretary of the Interior approve: Provided, however, that a reasonable amount of money may be expended each year in the erection, repair, and maintenance of bridges needed on the reservation, and in conducting an experimental farm on the reservation for the benefit of the Indians.

ARTICLE VI.

The further amount of fifty thousand dollars is hereby set apart as a school fund, the interest on which, at five per cent per annum, shall be annually expended, under the direction of the Secretary of the Interior, for the benefit of the industrial school on the reservation. The Commissioner of Indian Affairs shall designate some person to have under his or her charge the management and care of all property, of every kind and character, purchased under this article.

ARTICLE VII.

The funds provided for in the four preceding articles shall each run eight years, or until the expiration of the present treaty with the Shoshones, and the future disposition of the funds shall then be subject to agreement between the United States and the Indians.

ARTICLE VIII.

The amount of fifty thousand dollars is hereby appropriated, to be immediately available, and shall be distributed per capita in cash among the Indians belonging on the reservation within sixty days after the ratification of this treaty.

ARTICLE IX.

It is further stipulated and agreed that the United States shall pay one hundred dollars each quarter to Washakie, the head chief of the Shoshones, this payment to continue during Washakie's lifetime.

ARTICLE X.

Five sections of land in proximity to the site selected for the new Government industrial-school building is hereby reserved to the United States and set apart to be used for the purpose of instructing the Indians in the knowledge of agriculture and stock-raising, and for such other uses of an educational character as the Government may deem for the welfare of the Indians. The five sections of land shall be surveyed and set apart as Indian school lands at as early a date as the Secretary of the Interior may find practicable. No Indian or other person shall, from the date of signing of this treaty on the part of the commissioners representing the United States, be permitted to settle upon any of the lands which in the opinion of the Indian agent are likely to be embraced within the five sections hereby reserved to the United States.

ARTICLE XI.

Any individual Indian or member of the Shoshone or Arapahoe tribes of Indians who has, under existing laws or treaty stipulations, selected a tract of land which falls within the ceded portion of the reservation, shall be entitled to have the same allotted to him or her under the terms of the act of February 28, 1891, upon application at the local land office for the district in which the lands are located within one year after the ratification of this agreement.

The list of names submitted by the Shoshones of Indians who have made locations, with the water rights appertaining to said locations, is as follows: Mrs. Agnes Lanigan and two children, Mrs. Louisa Boyd and seven children, Peter Robinson, William Brazill, Mrs. Stagner and children, John Enos and children, Louis Enos and children, George Enos and children, John Seminole, John Casouse and children, Poinyogo and children, Mrs. Belle Kinnear and children, Emily Creighton and children, Mrs. Harris and children, Bob Oneill, Mrs. Aragon and children, Mrs. George Wesaw, and Mrs. J. J. Atkins.

ARTICLE XII.

Nothing in this agreement shall be construed to deprive the Indians of any annuities or benefits to which they are now entitled under existing treaty stipulations. It is further stipulated and agreed that the United States shall maintain a

garrison within the limits of such diminished reservation until after full investigation the Government shall determine that a removal of such garrison will not endanger the peace which now prevails between the two tribes located on the reservation, and also until such time as the Indians shall be adjudged to be qualified to protect their interests against the encroachments of unscrupulous persons of all classes.

ARTICLE XIII.

All public highways shall be kept open for travel, and passage along them shall be free and unobstructed.

ARTICLE XIV.

Persons whose cattle break into the properly enclosed farms, fields, or gardens of any Indian shall be liable for the damages sustained thereby, and the Secretary of the Interior may make suitable regulations for the carrying out of this provision.

ARTICLE XV.

The State of Wyoming shall have jurisdiction on this diminished reservation over all persons other than Indians, and the property of such persons, except that of the agents and employes of the Government used in the course of such agency or employment.

ARTICLE XVI.

The lands, except mineral lands, ceded, sold, relinquished and conveyed to the United States by this agreement shall, upon proclamation of the President of the United States, be opened to settlement under the homestead and town-site laws only: Provided, however, that one section of land embracing within its limits the Owl Creek Hot Springs on the Big Horn River about three miles below the cañon where the Wind River passes through the Owl Creek Mountains, be and the same is hereby reserved from settlement and entry, and forever dedicated to the public. The Secretary of the Interior may lease this section of land and the springs for the maintenance of a hotel or hotels and bath-houses, but ample facilities shall always be maintained by which the free use of a part of the baths may be enjoyed by the public and by the Indians: And, provided further, that a half section of land shall also be and the same is hereby reserved around each other spring having medicinal properties, and may be leased under the same restrictions as are provided in the case of the Owl Creek Hot Springs.

ARTICLE XVII.

The boundaries of the diminished reservation, not already sufficiently marked by natural boundaries, shall be surveyed as soon as practicable, and definitely marked by suitable permanent monuments.

ARTICLE XVIII.

This agreement shall not be binding upon either party until ratified by the Congress of the United States.

Done at Fort Washakie in the State of Wyoming, on the second day of October, A. D. eighteen hundred and ninety-one.

JOSEPH H. BRIGHAM,
CHARLES H. MERILLAT,
Commissioners.

Washakie, his x mark, seal.
Black Coal, his x mark, seal.
Markok, his x mark, seal.
Dick Washakie, his x mark, seal.
Sharp Nose, his x mark, seal.
Behugasshia, his x mark, seal.
Little Wolf, his x mark, seal.
Comanche, his x mark, seal.
Fridzamp, his x mark, seal.
Pearorah, his x mark, seal.
White Horse, his x mark, seal.

Shonedyrghwah, his x mark, seal.
Bill Friday, his x mark, seal.
Sitting Bear, his x mark, seal.
Tomvook, his x mark, seal.
Sherman Coolidge.
William Shakespeare.
Utah, his x mark, seal.
Sweating Horse, his x mark, seal.
Madzump, his x mark, seal.
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Sego, his x mark, seal.
 Wallowing Bull, his x mark, seal.
 Sage, his x mark, seal.
 Eagle Head, his x mark, seal.
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 Sitting Eagle, his x mark, seal.
 Peter Robertson, his x mark, seal.
 Tykee, his x mark, seal.
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 Son-e-wee-yon, his x mark, seal.
 Jimmy, his x mark, seal.
 Tsoi-gei, his x mark, seal.
 Nip-pe-gah, his x mark, seal.
 Toy-yet-vit-se, his x mark, seal.
 Norah, his x mark, seal.
 No-sup, his x mark, seal.
 Pan-ze-tan-gee, his x mark, seal.
 Paroquiny, his x mark, seal.
 Tag-gwo-shuah, his x mark, seal.
 Charley, his x mark, seal.
 No-gots-o-yo-go, his x mark, seal.
 Tig-gen-na-hu, his x mark, seal.
 Tav-pu-to-vo, his x mark, seal.
 Po-gomie, his x mark, seal.
 Wuch (Bear), his x mark, seal.
 Chi-o-nen (Small Man), his x mark, seal.
 Mo Joe, his x mark, seal.
 Yellow Bull, his x mark, seal.
 Luther Shakespeare, seal.
 Plenty Bear, his x mark, seal.
 Pah-hah-ret-sie, his x mark, seal.
 Muh-yeh-voh, his x mark, seal.
 Tappay, his x mark, seal.
 O-sah-ret-sie, his x mark, seal.
 Hoo-doo, his x mark, seal.
 Ish-a-yone, his x mark, seal.
 Ti-mook, his x mark, seal.
 Kag-ge-vah, his x mark, seal.
 To-go-pah, his x mark, seal.
 Pi-quat-se, his x mark, seal.
 Kag-go-wun, his x mark, seal.
 Tab-ben-ganetsy, his x mark, seal.
 Wo-wai-ne-ve-de, his x mark, seal.
 Bad Teeth, his x mark, seal.
 Jack Armstrong, his x mark, seal.
 Little Shield, his x mark, seal.
 Paint Wolf, his x mark, seal.
 Go Rope, his x mark, seal.
 Tav-dun, his x mark, seal.
 Nah-ti-bo, his x mark, seal.
 Water Sing, his x mark, seal.
 Kow-ent, his x mark, seal.
 Pe-lah-no, his x mark, seal.
 Matthew, his x mark, seal.
 Alfred King, his x mark, seal.
 Alfred Wunstall, his x mark, seal.
 Hat, his x mark, seal.
 New Lodge, his x mark, seal.
 Eddy, his x mark, seal.
 Bear Back, his x mark, seal.
 Powder Face, his x mark, seal.
 Te-ah-fe-e-vit-sie, his x mark, seal.
 Cut Nose, his x mark, seal.
 Old Mau Elk, his x mark, seal.
 Curly Hair, his x mark, seal.
 Black Wolf, his x mark, seal.
 Henry Reed.
 Goggles, his x mark, seal.

Movo, his x mark, seal.
 Medicine Grass, his x mark, seal.
 Enreka, his x mark, seal.
 To-sah-tse, his mark, seal.
 Wee-et-see, his x mark, seal.
 Driver Down Hill, his x mark, seal.
 Charley White Owl, his x mark, seal.
 Old Man, his x mark, seal.
 Big Head, his x mark, seal.
 Peter Ocotea, seal.
 Tu-en-quay, his x mark, seal.
 Nat-tah-po, his x mark, seal.
 We-yan, his x mark, seal.
 Louis Iron, his x mark, seal.
 Fremont Arthur, seal.
 Shovel Foot, his x mark, seal.
 Bull Chief, his x mark, seal.
 George Washakie, his x mark, seal.
 Wy-e-gwe, his x mark, seal.
 Tim-ban-nah, his x mark, seal.
 Adam Spencer, his x mark, seal.
 Medicine Man, his x mark, seal.
 Stevens.
 Festus, his x mark.
 Edward Wunstall.
 Cornelius Vanderbilt.
 Felix Edwards.
 Maurice.
 Big Moccasin, his x mark, seal.
 Joseph Banzill.
 Job Pidzemp.
 Habbe, his x mark, seal.
 Ho-go-wet, his x mark, seal.
 Tin-za, his x mark, seal.
 Fat Man, his x mark, seal.
 White Plume, his x mark, seal.
 O-sah-ret-sie, his x mark, seal.
 Bo-niah-bish-er-ro, his x mark, seal.
 Bishop, his x mark, seal.
 White Bull, his x mark, seal.
 White Bow, his x mark, seal.
 James Odle, seal.
 Faustinus, seal.
 Weet-se, his x mark, seal.
 Te-go-su-gie, his x mark, seal.
 Three Bull, his x mark, seal.
 Hoof, his x mark, seal.
 Big Elk, his x mark, seal.
 Jack Cameron, seal.
 Thomas Crispin.
 Large, his x mark, seal.
 Spread Hips, his x mark, seal.
 Driver, his x mark, seal.
 A-pee, his x mark, seal.
 He-be-chee-chee, his x mark, seal.
 Wolf Arrow, his x mark, seal.
 Shoulder Blade, his x mark, seal.
 Andrew Bazeel, his x mark, seal.
 Ed Bazeel, his x mark, seal.
 Show-go-vah, his x mark, seal.
 Taam-a-deuar, his x mark, seal.
 George Washington, his x mark, seal.
 Tin-zo-mie, his x mark, seal.
 Tis-so-qui-ny, his x mark, seal.
 Tall Man, his x mark, seal.
 Daniel, his x mark, seal.
 Walter, seal.
 Running, his x mark, seal.
 Nah-quo-ti, his x mark, seal.
 Ab-wun, his x mark, seal.
 Man-ne-gat, his x mark, seal.
 Edmo LeClaire, his x mark, seal.
 John DeShaw.
 Michael.
 Stone Breaker, his x mark, seal.
 Broken Back, his x mark, seal.
 William Penn.
 Broken Horn, his x mark, seal.
 John Brazill, his x mark, seal.
 Big Shield, his x mark, seal.
 John Lajennessee.
 Yellow Belone, his x mark, seal.
 Crow Chief, his x mark, seal.
 Willow, his x mark, seal.
 Johnnie, his x mark, seal.
 Hawk Eye, his x mark, seal.
 Lane Man, his x mark, seal.
 Ducks, his x mark, seal.
 White Bear, his x mark, seal.
 Flabby Face, his x mark, seal.
 Three Bears, his x mark, seal.
 White, his x mark, seal.
 Wolf, his x mark, seal.
 Geo. Shakespeare, his x mark, seal.
 Black Bull, his x mark, seal.
 John McAdams, his x mark, seal.
 Button, his x mark, seal.
 Pe-ah-wuh, his x mark, seal.
 Iron Man, his x mark, seal.
 Big Moccasin, his x mark, seal.
 Plenty Poles, his x mark, seal.
 Grosventre, his x mark, seal.
 Beaver Sing, his x mark, seal.
 Johny Wee-et-se, his x mark, seal.
 White Antelope, his x mark, seal.
 John Eagle Head, his x mark, seal.
 Seth Willow, his x mark, seal.
 Dance All Night, his x mark, seal.
 Michael Gudmunson, his x mark, seal.
 Crooked Leg, his x mark, seal.
 Sun Road, his x mark, seal.
 Crazy Man, his x mark, seal.
 Wolf Bear, his x mark, seal.
 Thick Hair, his x mark, seal.
 Bald Head, his x mark, seal.
 Garfield Wolf, seal.
 Wolf Moccasin, his x mark, seal.
 Night Walker, his x mark, seal.
 Louie Enor, his x mark, seal.
 Quiver, his x mark, seal.
 Yellow Plume, his x mark, seal.
 Edward Johnson, his x mark, seal.
 Charley Moonharvey, his x mark, seal.

I certify that at the request of the Indians I read the foregoing treaty to them in joint council, and that it was explained to the interpreters paragraph by paragraph.

JAMES K. MOORE.

We certify that the foregoing treaty was fully explained in joint council to the Indians of the Shoshone and Arapahoe tribes, that they fully understand the nature of the treaty and agree to the same.

HENRY REED,
Arapahoe Interpreter.
NONKOK (his x mark),
Shoshone Interpreter.

Witness:

J. J. ATKINS,
JOHN PESHER.

I certify that the foregoing names, though in some cases duplicate, in every instance represent different individuals.

JOHN C. BURNET,
Special Interpreter.

Witnesses:

J. K. MOORE.
R. H. RAY, *Captain Eighth Infantry.*
V. W. WELTY, *United States Agency Physician.*
L. A. HOUESTEIN.
S. R. STAGNER.
E. A. GUSTIN.
J. J. ATKINS.

A BILL to ratify and confirm an agreement with the Indians residing on the Shoshone Indian Reservation, in the State of Wyoming, with certain changes and modifications, and to make appropriations for carrying the same into effect.

Whereas Messrs. Joseph H. Brigham and Charles H. Merillat, two members of a commission, consisting of Messrs. John D. Woodruff, Joseph H. Brigham, and Charles H. Merillat, did on the second day of October, eighteen hundred and ninety-one, conclude an agreement with the Shoshone and Arapahoe tribes of Indians residing on the Shoshone Indian Reservation in the State of Wyoming, which said agreement is in words and figures as follows, to wit:

Articles of agreement made and entered into at Fort Washakie, in the State of Wyoming, on the second day of October, eighteen hundred and ninety-one, by and between John D. Woodruff, Charles H. Merillat, and Joseph H. Brigham, Commissioners on the part of the United States, and the Shoshone and Arapahoe tribes of Indians in the State of Wyoming.

ARTICLE I.

For the consideration hereinafter named the said Shoshone and Arapahoe tribes of Indians hereby cede, convey, transfer, relinquish, and surrender, forever and absolutely, subject to certain conditions hereinafter named respecting the right of individual Indians to retain allotments heretofore taken on the ceded part of the reservation, all their right, title, and interest of every kind and character in and to the lands, and the water rights appertaining thereunto, embraced in the following described tract of country in the State of Wyoming:

All that portion of the Shoshone Reservation lying north and east of the following described lines, to wit: Beginning in the midchannel of the Big Wind River at a point where the river crosses the western boundary of the reservation; thence in a southeasterly direction, following the mid channel of the Big Wind River to a point known as the Wood Flat Crossing; thence in a line due east to the eastern boundary of the reservation; then, beginning where the line run due east from Wood Flat Crossing intersects the Big Wind River; thence in a line due south to the southern boundary of the reservation.

ARTICLE II.

In consideration for the lands ceded, sold, relinquished, and conveyed, as aforesaid, the United States stipulates and agrees to pay to the Shoshone and Arapahoe tribes of Indians the sum of six hundred thousand dollars to bear interest until paid at the rate of five per cent per annum, and to be expended for the benefit of the Indians in the manner hereinafter described.

ARTICLE III.

Of the said six hundred thousand dollars, one hundred and seventy thousand dollars is hereby set apart as a cattle fund, the interest on which, at five per cent per annum, shall be annually expended, under the direction of the Secretary of the Interior, in the purchase, maintenance, and support of a herd of cattle, to be held in common for the benefit of said Shoshone and Arapahoe tribes of Indians. The Indian agent shall select an appropriate and legal brand for the cattle, and it shall be his duty to see that all the cattle delivered at the agency for the Shoshone and Arapahoe Indians are suitably branded before being turned on the range. The Indian agent shall have full jurisdiction over the management of said herd of cattle. It shall be his duty to employ all necessary help and he shall have power to discharge said help at any time. The range management of the herd shall be entrusted to the Indian or half-breed member of either of the tribes whom the Indian agent shall select as the person best qualified for the purpose: Provided, however, that if it be deemed advisable at any time for the proper care of said cattle the agent shall have power to employ a well-qualified white man as foreman. The employees under this foreman shall be selected from the Indian and half-breed members of the tribes. The foreman and herders shall furnish their own ponies, and shall receive a reasonable compensation, to be fixed by the agent and paid out of the money available each year for the running expenses of the cattle herd. The Indian agent alone shall have power to sell cattle from said Indian herd, under the following restrictions: No cattle bearing said Indian brand shall be sold or transferred in the State of Wyoming except for immediate slaughter. All cattle so sold or transferred shall be delivered by the Indian agent at some agreed-upon corral, and no claim or title of any individual, company, or corporation to any of said brand of cattle running upon the open range can be acquired or shall be recognized. The Indian agent, however, shall have power to ship beef cattle to Eastern markets for sale whenever in his opinion such shipment would be to the advantage of the Indians. All sales of cattle shall be for cash, and the proceeds shall be turned into what shall be known as the Shoshone and Arapahoe cattle fund, and held by the agent for pro rata distribution to the Indians whenever said fund reaches an amount equal to two dollars per capita.

Any unauthorized person found in possession of cattle from the Indian herd shall be liable to prosecution under the laws of the United States, and on conviction may be fined not exceeding \$1,000 or imprisoned for not exceeding three years, in the discretion of the court. The penalties provided for defacement of the Government brand on cattle shall apply to cases of defacement of the brand selected for cattle belonging to the Indian herd. Each year it shall be the duty of the Indian agent to make and forward to the Secretary of the Interior a careful estimate of the running expenses of the herd for the coming season, and the amount so estimated shall be reserved from the annual fund, and the balance used, in the discretion of the Secretary of the Interior, in the purchase of stock cattle.

ARTICLE IV.

The further amount of eighty thousand dollars is hereby set apart as an irrigation fund, the interest on which, at five per cent per annum, or so much thereof as may be necessary, shall be annually expended, under the direction of the Secretary of the Interior, in building dams, constructing ditches and canals for irrigation within the diminished reservation, and in the maintenance, enlargement, repair, and management of such system of irrigation as may be established: Provided, that in the employment of persons for work Indians, members of the Shoshone and Arapahoe tribes, shall be employed whenever practicable, and shall be paid the average wages paid to white laborers for the same service rendered.

ARTICLE V.

The further amount of two hundred and fifty thousand dollars is hereby set apart as a general-welfare and improvement fund, the interest of which, at five per cent per annum, shall be annually expended, under the direction of the Secretary of the Interior, for the civilization, industrial education, comfort, and improvement of the Indians, the money to be expended in the purchase of such articles and for such purposes as the Indians may request and the Secretary of the Interior approve; Provided, however, that a reasonable amount of money may be expended each year in the erection, repair, and maintenance of bridges needed on the reservation, and in conducting an experimental farm on the reservation for the benefit of the Indians.

ARTICLE VI.

The further amount of fifty thousand dollars is hereby set apart as a school fund, the interest on which, at five per cent per annum, shall be annually expended, under the direction of the Secretary of the Interior, for the benefit of the industrial school on the reservation. The Commissioner of Indian Affairs shall designate some person to have under his or her charge the management and care of all property, of every kind and character, purchased under this article.

ARTICLE VII.

The funds provided for in the four preceding articles shall each run eight years or until the expiration of the present treaty with the Shoshones, and the future disposition of the funds shall then be subject to agreement between the United States and the Indians.

ARTICLE VIII.

The amount of fifty thousand dollars is hereby appropriated, to be immediately available, and shall be distributed per capita, in cash, among the Indians belonging on the reservation within sixty days after the ratification of this treaty.

ARTICLE IX.

It is further stipulated and agreed that the United States shall pay one hundred dollars each quarter to Washakie, the head chief of the Shoshones, this payment to continue during Washakie's lifetime.

ARTICLE X.

Five sections of land in proximity to the site selected for the new Government industrial-school building is hereby reserved to the United States, and set apart to be used for the purpose of instructing the Indians in the knowledge of agriculture and stock-raising, and for such other uses of an educational character as the Government may deem for the welfare of the Indians. The five sections of land shall be surveyed and set apart as Indian school lands at as early a date as the Secretary of the Interior may find practicable. No Indian or other person shall, from the date of signing of this treaty on the part of the commissioners representing the United States, be permitted to settle upon any of the lands which, in the opinion of the Indian agent, are likely to be embraced within the five sections hereby reserved to the United States.

ARTICLE XI.

Any individual Indian or member of the Shoshone or Arapahoe tribes of Indians who has, under existing laws or treaty stipulations, selected a tract of land which falls within the ceded portion of the reservation, shall be entitled to have the same allotted to him or her under the terms of the act of February 28, 1891, upon application at the local land office for the district in which the lands are located within one year after the ratification of this agreement.

The list of names submitted by the Shoshones of Indians who have made locations, with the water rights appertaining to said locations, is as follows: Mrs. Agnes Lanigan and two children, Mrs. Louisa Boyd and seven children, Peter Robinson, William Brazill, Mrs. Stanger and children, John Enos and children, Louise Enos and children, George Enos and children, John Seminole, John Casouse and children, Poinyogo and children, Mrs. Belle Kinnear and children, Emily Creighton and children, Mrs. Harris and children, Bob Oneill, Mrs. Aragon and children, Mrs. George Wesaw, and Mrs. J. J. Atkins.

ARTICLE XII.

Nothing in this agreement shall be construed to deprive the Indians of any annuities or benefits to which they are now entitled under existing treaty stipulations. It is further stipulated and agreed that the United States shall maintain a garrison within the limits of such diminished reservation until after full investigation the Government shall determine that a removal of such garrison will not endanger the peace which now prevails between the two tribes located on the reservation, and also until such time as the Indians shall be adjudged to be qualified to protect their interests against the encroachments of unscrupulous persons of all classes.

ARTICLE XIII.

All public highways shall be kept open for travel, and passage along them shall be free and unobstructed.

ARTICLE XIV.

Persons whose cattle break into the properly inclosed farms, fields, or gardens of any Indian shall be liable for the damages sustained thereby, and the Secretary of the Interior may make suitable regulations for the carrying out of this provision.

ARTICLE XV.

The State of Wyoming shall have jurisdiction on this diminished reservation over all persons other than Indians, and the property of such persons, except that of the agents and employes of the Government used in the course of such agency or employment.

ARTICLE XVI.

The lands, except mineral lands, ceded, sold, relinquished, and conveyed to the United States by this agreement shall, upon proclamation by the President of the United States, be opened to settlement under the homestead and town-site laws only: Provided, however, that one section of land, embracing within its limits the Owl Creek Hot Springs, on the Big Horn River, about three miles below the cañon where the Wind River passes through the Owl Creek Mountains, be, and the same is hereby, reserved from settlement and entry and forever dedicated to the public. The Secretary of the Interior may lease this section of land and the springs for the maintenance of a hotel or hotels and bath-houses, but ample facilities shall always be maintained by which the free use of a part of the baths may be enjoyed by the public and by the Indians. And provided further, that a half section of land shall also be, and the same is hereby, reserved around each other spring having medicinal properties, and may be leased under the same restrictions as are provided in the case of the Owl Creek Hot Springs.

ARTICLE XVII.

The boundaries of the diminished reservation, not already sufficiently marked by natural boundaries, shall be surveyed as soon as practicable, and definitely marked by suitable permanent monuments.

ARTICLE XVIII.

This agreement shall not be binding upon either party until ratified by the Congress of the United States.

Done at Fort Washakie, in the State of Wyoming, on the second day of October, A. D. eighteen hundred and ninety-one.

JOSEPH H. BRIGHAM,
CHARLES H. MERILLAT,
Commissioners.

Washakie, his x mark, seal.
Black Coal, his x mark, seal.
Markok, his x mark, seal.
Dick Washakie, his x mark, seal.
Sharp Nose, his x mark, seal.
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Shonedrygwah, his x mark, seal.
Bill Friday, his x mark, seal.
Sitting Bear, his x mark, seal.
Tomvook, his x mark, seal.
Sherman Coolidge.
William Shakespeare.
Utah, his x mark, seal.

Sweating Horse, his x mark, seal.
Madzump, his x mark, seal.
Cadzatso, his x mark, seal.
Barney, his x mark, seal.
Sego, his x mark, seal.
Wallowing Bull, his x mark, seal.
Sage, his x mark, seal.
Eagle Head, his x mark, seal.
Red Man, his x mark, seal.
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Tom, his x mark, seal.

Pongerah, his x mark, seal.
 Poarora, his x mark, seal.
 Shot Gun, his x mark, seal.
 Eagle Chief, his x mark, seal.
 Gum, his x mark, seal.
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 Big Man, his x mark, seal.
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 Lump on Nose, his x mark, seal.
 Wood, his x mark, seal.
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 Coal, his x mark, seal.
 Water Manx, his x mark, seal.
 Biter, his x mark, seal.
 Bad Looking Man, his x mark, seal.
 Ice, his x mark, seal.
 Bad Red Face, his x mark, seal.
 Bull, his x mark, seal.
 Left Hand, his x mark, seal.
 Big Grease Hopper, his x mark, seal.
 Butcher, his x mark, seal.
 Scar Face, his x mark, seal.
 Strikes on Top, his x mark, seal.
 Spoon Sumter, his x mark, seal.
 Yellow Bear, his x mark, seal.
 White Breast, his x mark, seal.
 Ridge Bear, his x mark, seal.
 Ride's Bear, his x mark, seal.
 White Porcupine, his x mark, seal.
 William Olmstead.
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 Toy-yet-vit-se, his x mark, seal.

Norah, his x mark, seal.
 No-sup, his x mark, seal.
 Pan-ze-tan-gee, his x mark, seal.
 Paroquiny, his x mark, seal.
 Tag-gwo-ahnah, his x mark, seal.
 Charley, his x mark, seal.
 No-gots-o-yo-go, his x mark, seal.
 Tig-gen-na-hu, his x mark, seal.
 Tav-pu-to-vo, his x mark, seal.
 Pe-gomie, his x mark, seal.
 Wuch (Bear), his x mark, seal.
 Chi-e-nen (Small Man), his x mark, seal.
 Mo Joe, his x mark, seal.
 Yellow Bull, his x mark, seal.
 Luther Shakespeare, seal.
 Plenty Bear, his x mark, seal.
 Pah-hah-ret-sie, his x mark, seal.
 Muh-yeh-voh, his x mark, seal.
 Tappay, his x mark, seal.
 O-sah-ret-sie, his x mark, seal.
 Hoo-doo, his x mark, seal.
 Ish-a-yone, his x mark, seal.
 Ti-mook, his x mark, seal.
 Kag-ge-vah, his x mark, seal.
 To-go-pah, his x mark, seal.
 Pi-quat-se, his x mark, seal.
 Kag-go-wun, his x mark, seal.
 Tab-ben-ganetsey, his x mark, seal.
 Wo-wai-ne-ve-de, his x mark, seal.
 Bad Teeth, his x mark, seal.
 Jack Armstrong, his x mark, seal.
 Little Shield, his x mark, seal.
 Paint Wolf, his x mark, seal.
 Go Rope, his x mark, seal.
 Tav-dun, his x mark, seal.
 Nah-ti-bo, his x mark, seal.
 Water Sing, his x mark, seal.
 Kow-ent, his x mark, seal.
 Pe-ah-no, his x mark, seal.
 Matthew, his x mark, seal.
 Alfred King, his x mark, seal.
 Alfred Wunstall, his x mark, seal.
 Hat, his x mark, seal.
 New Lodge, his x mark, seal.
 Eddy, his x mark, seal.
 Bear Back, his x mark, seal.
 Powder Face, his x mark, seal.
 Te-ah-te-e-vit-sie, his x mark, seal.
 Cut Nose, his x mark, seal.
 Old Man Elk, his x mark, seal.
 Curly Hair, his x mark, seal.
 Black Wolf, his x mark, seal.
 Henry Reed.
 Goggles, his x mark, seal.
 Move, his x mark, seal.
 Medicine Grass, his x mark, seal.
 Eureka, his x mark, seal.
 To-sah-tse, his x mark, seal.
 Wee-et-see, his x mark, seal.
 Driver Down Hill, his x mark, seal.
 Charley White Owl, his x mark, seal.
 Old Man, his x mark, seal.
 Big Head, his x mark, seal.
 Peter Ocotea, seal.
 Tu-en-quay, his x mark, seal.
 Nat-tah-po, his x mark, seal.
 We-yan, his x mark, seal.
 Louis Iron, his x mark, seal.
 Fremont Arthur, seal.
 Shovel Foot, his x mark, seal.

Bull Chief, his x mark, seal.
 George Washakie, his x mark, seal.
 Wy-e-gwe, his x mark, seal.
 Tim-ban-nah, his x mark, seal.
 Adam Spencer, his x mark, seal.
 Medicine Man, his x mark, seal.
 Stevens.
 Festus, his x mark.
 Edward Wunstall.
 Cornelius Vanderbilt.
 Felix Edwards.
 Maurice.
 Big Moccasin, his x mark, seal.
 Joseph Banzill.
 Job Pidzemp.
 Habbe, his x mark, seal.
 Ho-go-wet, his x mark, seal.
 Tin-za, his x mark, seal.
 Fat Man, his x mark, seal.
 White Plume, his x mark, seal.
 O-sah-ret-sie, his x mark, seal.
 Bo-niah-bish-er-ro, his x mark, seal.
 Bishop, his x mark, seal.
 White Bull, his x mark, seal.
 White Bow, his x mark, seal.
 James Odle, seal.
 Faustinus, seal.
 Weet-se, his x mark, seal.
 Te-go-su-gie, his x mark, seal.
 Three Bull, his x mark, seal.
 Hoof, his x mark, seal.
 Big Elk, his x mark, seal.
 Jack Cameron, seal.
 Thomas Crispin.
 Large, his x mark, seal.
 Spread Hips, his x mark, seal.
 Driver, his x mark, seal.
 A-pee, his x mark, seal.
 He-be-chee-chee, his x mark, seal.
 Wolf Arrow, his x mark, seal.
 Shoulder Blade, his x mark, seal.
 Andrew Bazeel, his x mark, seal.
 Ed Bazeel, his x mark, seal.
 Show-go-vah, his x mark, seal.
 Taam-a-deuar, his x mark, seal.
 George Washington, his x mark, seal.
 Tin-zo-mie, his x mark, seal.
 Tis-so-qui-ny, his x mark, seal.
 Tall Man, his x mark, seal.
 Daniel, his x mark, seal.
 Walter, seal.
 Running, his x mark, seal.
 Nah-quo-ti, his x mark, seal.
 Ab-wun, his x mark, seal.

Man-ne-gat, his x mark, seal.
 Edmo LeClaire, his x mark, seal.
 John Deshaw.
 Michael.
 Stone Breaker, his x mark, seal.
 Broken Back, his x mark, seal.
 William Penn.
 Broken Horn, his x mark, seal.
 John Brazill, his x mark, seal.
 Big Shield, his x mark, seal.
 John Lajenneesee.
 Yellow Belone, his x mark, seal.
 Crow Chief, his x mark, seal.
 Willow, his x mark, seal.
 Johnnie, his x mark, seal.
 Hawk Eye, his x mark, seal.
 Lane Man, his x mark, seal.
 Ducks, his x mark, seal.
 White Bear, his x mark, seal.
 Flabby Face, his x mark, seal.
 Three Bears, his x mark, seal.
 White, his x mark, seal.
 Wolf, his x mark, seal.
 Geo. Shakespeare, his x mark, seal.
 Black Bull, his x mark, seal.
 John McAdams, his x mark, seal.
 Button, his x mark, seal.
 Pe-ah-wuh, his x mark, seal.
 Iron Man, his x mark, seal.
 Big Moccasin, his x mark, seal.
 Plenty Poles, his x mark, seal.
 Grosventre, his x mark, seal.
 Beaver Sing, his x mark, seal.
 Johnny Wee-et-se, his x mark, seal.
 White Antelope, his x mark.
 John Eagle Head, his x mark, seal.
 Set Willow, his x mark, seal.
 Dance All Night, his x mark, seal.
 Michael Gudmunsen, his x mark, seal.
 Crooked Leg, his x mark, seal.
 Sun Road, his x mark, seal.
 Crazy Man, his x mark, seal.
 Wolf Bear, his x mark, seal.
 Thick Hair, his x mark, seal.
 Bald Head, his x mark, seal.
 Garfield Wolf, seal.
 Wolf Moccasin, his x mark, seal.
 Night Walker, his x mark, seal.
 Louie Enor, his x mark, seal.
 Quiver, his x mark, seal.
 Yellow Plume, his x mark, seal.
 Edward Johnson, his x mark, seal.
 Charley Moonharvey, his x mark, seal.

I certify that at the request of the Indians I read the foregoing treaty to them in joint council, and that it was explained to the interpreters paragraph by paragraph.

JAMES K. MOORE.

We certify that the foregoing treaty was fully explained in joint council to the Indians of the Shoshone and Arapaho tribes, that they fully understand the nature of the treaty, and agree to the same.

HENRY REED,
Arapaho Interpreter.
 NORKOK (his x mark),
Shoshone Interpreter.

Witness:

J. J. ATKINES.
 JOHN FESHER.

I certify that the foregoing names, though in some cases duplicate, in every instance represent different individuals.

JOHN C. BURNET,
Special Interpreter.

Witnesses:

J. K. MOORE.
R. H. RAY,
Captain Eighth Infantry.
V. W. WELTY,
United States Agency Physician.
L. A. HOUESTEIN.
S. R. STAGNER.
E. A. GUSTIN.
J. J. ATKINS.

Therefore, be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled:

SEC. 2. That said agreement be and the same is hereby accepted, ratified, and confirmed, except as to articles fourteen and fifteen, which are rejected; and as to articles three and sixteen, which are modified and changed on the part of the United States so as to read as follows:

"ARTICLE III. That one hundred and seventy thousand dollars of the said six hundred thousand dollars be designated and set apart as a cattle fund, the interest on which at five per centum per annum shall be annually expended under the direction of the Secretary of the Interior in the purchase of cattle for the benefit of the Indians and for instructing and training them in stock-raising. Said cattle to be managed and disposed of as the Secretary of the Interior may direct."

"ARTICLE XVI. That one section of land embracing within its limits the Owl Creek Hot Springs on the Big Horn River, about three miles below the cañon, where the Wind River passes through the Owl Creek Mountains, be and the same is hereby reserved from settlement and entry and forever dedicated to the public. The Secretary of the Interior may lease this section of land and the springs for the maintenance of a hotel or hotels and bath houses, but ample facilities shall always be maintained by which the free use of a part of the baths may be enjoyed by the public and the Indians; and it is provided further that a half section of land shall also be, and the same is hereby, reserved around each other spring having medicinal properties, and may be leased under the same restrictions as are provided in the case of the Owl Creek Hot Springs."

And as so modified said agreement is accepted, confirmed, and ratified, provided that this act shall take effect only upon the acceptance of, and consent to, the modifications and changes made by the United States to said agreement, by the said Indians, in manner and form as said agreement was assented to, which acceptance and consent shall be made known by proclamation of the President of the United States upon satisfactory proof that said acceptance and consent have been obtained in such manner and form.

SEC. 3. That for the purpose of carrying out the terms and conditions of the said agreement, the sum of six hundred thousand dollars is hereby appropriated out of any money in the Treasury of the United States not otherwise appropriated; and of the sum so appropriated the funds provided for in articles three, four, five, and six of the agreement, amounting in the aggregate to five hundred and fifty thousand dollars shall be deposited in the Treasury of the United States to bear interest until paid, at the rate of five per centum per annum.

The further sum of five thousand dollars or so much thereof as may be necessary is hereby appropriated out of any money in the Treasury of the United States not otherwise appropriated, for the purpose of paying the cost of a survey and suitable marking of the out-boundaries of the diminished Shoshone Reservation not already surveyed, or marked by natural boundaries.

SEC. 4. That the sum of four hundred dollars, or so much thereof as may be necessary, is hereby appropriated out of any money in the Treasury of the United States not otherwise appropriated, for payment of the first four quarterly payments provided by article nine of the agreement, to be paid to Washakie, the head chief of the Shoshone tribe of Indians.

SEC. 5. That whenever any of the lands, not mineral, acquired by this agreement, shall be opened to settlement or entry by the proclamation of the President of the United States, they shall be disposed of only under the general provisions of the homestead, desert-land, and town-site laws applicable thereto: *Provided, however,* That sections 16 and 36 shall be disposed of under provisions of law applicable to said State, and; *Provided further,* That any applicant under the homestead or town-site laws shall, before receiving final certificate and patent for the land so entered by him, pay to the United States, in addition to the fees provided by law, the sum

of one dollar and twenty-five cents per acre for each acre thereof; that, if, after the expiration of five years from the time said lands are opened to settlement and entry, any part thereof, not mineral, shall not have been entered or disposed of, or shall become public land, it shall be appraised under the direction and subject to the approval of the Secretary of the Interior, who shall cause the same to be sold, in tracts of such size as he may direct, at the proper land office of the United States, by the register thereof at public sale, after due notice to the highest bidder, at a price for each tract not less than the appraised value thereof, and the mineral lands in said reservation shall be disposed of only under the mineral land laws of the United States.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 14, 1891.

GENTLEMEN: You have been appointed by the Secretary of the Interior, commissioners to negotiate with the Indians of the Wind River or Shoshone Reservation in Wyoming, for the surrender of such portion of their reservation as they may choose to dispose of under and in pursuance of a clause contained in the appropriation act of March 3, 1891, (26 Stat. 1009) which provides as follows:

To enable the Secretary of the Interior in his discretion to negotiate with any Indians for the surrender of portions of their respective reservations, any agreements thus negotiated being subject to subsequent ratification by Congress, \$15,000, or so much thereof as may be necessary.

The Secretary of the Interior has directed that the sum of \$5,000 from the appropriation of \$15,000 made by the said act of March 3, 1891, be set apart for your Commission, and placed to the credit of the disbursing agent thereof when qualified. He has designated Mr. Woodruff as chairman of the Commission and Mr. Merrill as special disbursing agent thereof.

The Commission will convene at the Shoshone Agency in the State of Wyoming at a specific date to be hereafter fixed in separate letter, and having taken the oath of office, you will, with Mr. Woodruff as chairman thereof, at once enter upon the discharge of the duties assigned you, using all diligence in the prosecution of the work, to the end that it may be pushed to completion as rapidly as possible, as the funds available for that purpose are limited.

For the purpose of carrying into effect the foregoing provisions of said act, and for your guidance in the discharge of your duties, the following instructions are issued:

The reservation above referred to was created by treaty of July 3, 1868 (15 Stat. p. 673); and acts of Congress approved June 22, 1874 (18 Stat. 166), and December 15, 1874 (18 Stat. 291). By Executive Order dated May 21, 1887, the Fort Washakie military reservation within the said Indian reservation was made and proclaimed. The Executive Order above mentioned is found on page 98 of the Executive Orders relating to Indian reservations, issued prior to April 1, 1890 (copy furnished Mr. Woodruff, chairman of the Commission).

The last annual report of this Office shows that the total population of the reservation is estimated to be 1,658, and that the area thereof is 2,342,400 acres, or an average of more than 1,400 acres of land to each individual located thereon.

On May 10, 1888, Agent Jones of the Shoshone Agency forwarded to this Office the proceedings of a general council of the Shoshones and Arapahoes occupying that reservation, in which they petitioned to have their lands allotted under existing laws and their reservation reduced,

indicating that they desired to sell that portion of their reservation lying north of the Big Wind River, or so much thereof as a duly appointed commission for that purpose might think best for their interests.

Agent Jones stated in said letter that at the council referred to he had explained to the Indians as far as he was able to do so the provisions of the general allotment act, and as all the Indians of both tribes were present he was sure that the proceedings of the general council, as reported, contained the wish as expressed by all.

Agent Jones requested that the petition be granted and that the surveys and allotments be made at as early a day as practicable.

In a communication dated January 12, 1889, said agent stated that the Indians had that day held a council and again requested the allotment of their lands and the sale of that portion of the reservation north of the Big Wind River. He also stated that the Indians were ready and anxious to comply with the wishes of the Department in regard to allotments, and that it would be to their interest to sell the portion of the reservation designated, and earnestly requested that the matter be given serious consideration.

May 31, 1889, this Office recommended to the Department that the President be asked to authorize the necessary surveys and resurveys on that reservation with a view to its allotment in severalty.

The Department, however, before taking action in the matter desired to be furnished with the views of the new agent of the said agency upon the subject. Accordingly, October 2, 1889, this Office addressed a letter to Agent Fosher requesting him to report to this Office his opinion as to whether or not steps should then be taken looking to the allotment of lands in severalty on the Wind River Reservation, and if favorable to such action to report what surveys should be made.

Under date of October 30, 1889, Agent Fosher reported that, in his opinion, steps should be taken by the Department looking to the allotment of lands on the Wind River Reservation to the Indians at an early day, and that after careful inquiry he found that they were favorable to this proposed action, indicating in blue pencil upon the map of that reservation the townships which, in his opinion, should be surveyed for the purpose of making allotments in severalty, and stating that the townships so indicated would give the Indians ample agricultural, timber, and grazing lands.

Agent Fosher recommended in his last-named letter that steps be taken by the Government to purchase, as soon as possible, all the lands situated "south and east of Big Popo Agie and Big Wind River from the mouth of the Little Popo Agie to the mouth of Badwater, thus making the river the reservation line." He also stated that a large portion of this corner of the reservation was hilly and broken, and contained a small amount of agricultural land, and that as the main travel from Lander to the Big Horn Basin and Bonanza passes over this corner of the reservation it would be to the advantage of both the Indians and the whites to have this part purchased by the Government.

November 13, 1889, this office transmitted to the Department the report of Agent Fosher, above referred to, with the statement that the sale of a portion of the reservation and the expenditure of the proceeds in the construction of irrigating ditches, and in assisting the Indians to commence farming, would undoubtedly be a benefit to them. The recommendation of May 31, 1889, that authority be asked for the necessary surveys on this reservation, was renewed.

November 14, 1889, the matter relating to the survey of certain portions of the Wind River Reservation, preliminary to the allotment of

lands thereon to the Indians in severalty, was laid before the President by the Department, with the request that authority be granted to make the necessary surveys for the purpose named, and on December 2, 1889, the said authority was granted by the President.

Certain townships within the Wind River Reservation have been surveyed, and in whole or in part subdivided into 40-acre tracts, the purpose being to include in the subdivisions such lands only as are adapted to agricultural or grazing purposes, or contain accessible timber. I have caused to be indicated in yellow, blue, and pink, on map of the Wind River Reservation, the townships that have been surveyed as above indicated.

In order that you may be in possession of accurate information as to the lands surveyed, a description of the same is given below:

T. 1 N., R. 1 E.; T. 1 N., R. 2 E.; T. 1 N., R. 3 E.; T. 1 N., R. 4 E.; T. 1 N., R. 1 W.; T. 1 N., R. 2 W.; T. 1 S., R. 1 E.; T. 2 S., R. 1 W.; T. 2 S., R. 1 E.; T. 1 S., R. 2 E.; T. 2 S., R. 2 E.; T. 1 S., R. 3 E.; T. 3 N., R. 2 W.; T. 4 N., R. 2 W.; T. 5 N., R. 3 W.; T. 2 S., R. 3 E.; T. 1 S., R. 4 E.; T. 1 S., R. 1 W.; T. 1 S., R. 2 W.; T. 2 N., R. 1 E.; T. 3 N., R. 1 E.; T. 2 N., R. 5 E.; T. 1 N., R. 1 W. (surveyed twice); T. 2 N., R. 1 W.; T. 3 N., R. 1 W.; T. 2 N., R. 2 W.; T. 5 N., R. 2 W.; T. 4 N., R. 3 W., all of Wind River meridian.

By letter dated August 4, 1890, Agent Fosher, of the Shoshone Agency, stated that the Indians of that agency regarded the allotment of land in severalty favorably; that all the heads of families of both tribes (Shoshones and Arapahoes) are occupying separate unallotted tracts, and others, not heads of families, have made selections; that all have made some improvements in the way of buildings, houses, corals, fences, and irrigating ditches, and that unless there is a change of sentiment, the Indians, he thought, would take their allotments willingly when the proper time should come.

The surveys of a portion of that reservation having been made, the work of allotments will be commenced as soon as this office can find the time to undertake the same, and when the allotments shall have been made to the Indians of the Shoshone Reservation, there will remain, if no negotiations are had for the cession of a portion of that reservation, a vast area of land unallotted and perhaps unused by the Indians.

The best agricultural lands should be reserved for allotments to the Indians, and it was intended to embrace the same in the surveys as above indicated.

There should also be reserved a sufficient quantity of grazing land for the use of the Indians in common, and there should still further be reserved accessible timber lands sufficient to supply the needs and wants of the Indians in their agricultural operations for some time to come.

The general allotment act of February 8, 1887 (24 Stat., 388), as amended by act of February 28, 1891 (26 Stat., 794), gives to each Indian 80 acres of land (copies of said acts herewith). As there are, according to the last annual report of this office, as above stated, 1,658 Indians occupying this reservation, and as the existing laws authorize the allotting of 80 acres of agricultural land to each Indian of the reservation, it will require 132,640 acres of agricultural land for that purpose. Calculation should be made of the quantity of land that may be required in the near future, say within the next ten years, to make allotments to the increase of the tribes, by birth or otherwise.

If the land to be allotted on any legal subdivision thereof is valuable

for grazing purposes only the law authorizes allotment to be made in double quantities. It would be reasonable to estimate then that at least 300,000 should be reserved for the purpose of making allotments to the Indians now living upon the reservation, but of that you will have to inform yourselves through personal investigations.

The townships surveyed, as above indicated, contain about 690,000 acres of land, 90,000 of which have not been subdivided, and if they embrace, in addition to the best agricultural land, grazing and timber land accessible thereto, it would appear that the surveyed townships would be sufficient for the Indians for years to come.

Upon your arrival at the Shoshone Agency you should examine the reservation as far as possible with a view of ascertaining its character and value, where the best agricultural and grazing lands are located, and the accessible timber lands thereto. The Indians should not be asked to cede any agricultural lands that may be needed for their future support and for allotment purposes.

The Government is about to establish an industrial school upon that reservation for the Indians thereof, at a cost of some \$50,000. Suitable agricultural and pastoral lands embracing at least five sections should be set apart for that purpose in order that ample facilities may be afforded for instructing the pupils in the knowledge of agriculture and stock raising, and the agreement, if any with the Indians, should contain a clause for the setting apart of a tract of land for that purpose, and you should also take into consideration the necessity for reserving sufficient land for the grazing of the Government cattle on the reservation.

The lands, if any, which they will be most likely to cede are the exterior portions of the reservation, but whatever portion it may be, the cession should not be made so as to have any ceded lands entirely surrounded by the diminished reserve.

After you have ascertained the character and value of the lands of the reservation, and where the agricultural, grazing, and timbered portions are located, you should call a general council of all the Indians, or a separate council of each band (Shoshones and Arapahoes), as you may deem most expedient, and submit the matter to them for their consideration. If a majority of the general council, or of the council of each of the bands referred to, determine to sell any portion of the reservation, you will then agree upon the quantity of land to be sold and its boundaries, which should be described as carefully and definitely as possible.

The terms and conditions of the sale should then be agreed upon, which terms and conditions should be just and equitable to the Indians as well as to the United States.

The terms and conditions agreed upon in council, with a description of the tract or tracts to be relinquished, should be reduced to writing and signed by the male adults over 18 years of age occupying the reservation.

In order to give validity to the agreement it must be signed by at least a majority of the male adults over 18 years of age occupying the reservation. A majority of each band is not absolutely necessary, but should be obtained if practicable.

The last annual report of this office shows the male members of the Shoshone tribe over 18 years of age to be 200, and the males of the Arapahoe tribe over 18 years of age to be 193.

Such agreement should contain a clause or section providing that the amount stipulated to be paid for the lands ceded and relinquished shall be invested for the benefit of the said Indians and draw interest at a

certain per cent per annum (not exceeding 5 per cent), the interest and such portion of the principal as may be necessary to promote their civilization, industrial education, comfort, and improvement to be annually expended for their benefit in such manner as the Secretary of the Interior may direct.

Provision should be made in such agreement authorizing the expenditure annually, under the direction of the Secretary of the Interior, of a certain specified portion, or so much thereof as may be necessary, of the funds derived from the cession of their lands for the purpose of building dams, constructing ditches and canals for irrigation, within the diminished reservation, and maintaining, enlarging, repairing, and managing such system of irrigation as may be established.

If the Indians should insist that a small per capita cash payment be made to them out of the purchase money, I think a clause should also be inserted in the agreement for that purpose. Experience has shown that it is unwise to make large per capita cash payments to the Indians at any one time, for the reason that, as a general rule, they have not as yet learned the value of money, and have but little knowledge of the principles of economy.

If any individual Indian has selected a tract of land under article 6 of the treaty of July 3, 1868, and which said tract falls within the ceded portion of the reservation, and desires to retain possession of such selection, provision should be made in the agreement excepting such selection from the proposed cession; or if any Indian belonging to either of the said tribes or bands shall have, at the date of the execution of the proposed agreement, settled upon and made valuable improvements upon any of the lands ceded to the United States thereunder, there should be incorporated into the agreement a provision to the effect that he or she shall be entitled, upon application at the local land office for the district in which the lands are located, to have the same allotted to him or her and to his or her children, in quantity as provided in the act of February 28, 1891 (26 Stat., 794), and upon the terms and conditions as therein set forth.

In case any Indian has settled upon and improved lands embraced within such portions of the reservation as may be ceded, and does not desire to remain thereon, the value of his improvements thereon should be appraised and specifically reported, and the agreement should contain a clause providing for the payment of the same.

Should anything arise requiring further information or instructions, you will promptly communicate the fact to this office.

You will each be allowed compensation at the rate of \$10 per diem when actually and necessarily engaged in the work required of you, and actual and necessary traveling expenses and subsistence. Your salaries and expenses will commence on the day you leave home for the Shoshone Agency to enter upon the discharge of your duties, and under no circumstances should the compensation and expenses of the Commission exceed the sum set apart therefor—\$5,000. As remarked, Mr. Merrilat has been designated as disbursing officer of the Commission and will be required to give bond in the penal sum of \$5,000, and when he shall have filed his bond as disbursing officer special instructions will be given him for his guidance in preparing and rendering his accounts, in order that they may conform to the regulations of the Department governing such matters.

Upon completion of your labors you will submit a full report thereof to this office, together with the minutes of the proceedings of all coun-

cils held with the Indians and any agreement or agreements that may be concluded with them.

I transmit by to-day's mail to the chairman of the Commission copy of public No. 144, which contains agreements with the Citizen Band of Pottawatomie Indians in the Indian Territory, the Cheyenne and Arapahoe Indians of that Territory, and the Cœur d'Alene Indians of Idaho, *et al.*; also a copy of the agreement with the Gros Ventres, Piegans, etc., which may be of use in drafting an agreement with the Shoshones and Arapahoes.

Very respectfully,

T. J. MORGAN,
Commissioner.

Approved July 15, 1891.

GEO. CHANDLER,
Acting Secretary.

Mr. J. D. WOODRUFF, *Lander, Wyo.*

Mr. CHARLES H. MERRILLAT, *Washington, D. C.*

Mr. J. H. BRIGHAM, *Wauseon, Ohio.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 29, 1891.

SIR: I inclose herewith instructions dated July 14, 1891, approved by the Department, for the guidance of the Commission appointed under the provisions of the act of March 3, 1891, to negotiate with the Indians of the Wind River or Shoshone Reservation, Wyo., for the surrender of such portions of their reservation as they may choose to dispose of.

The Commission will meet at the Shoshone Agency, Wyo., on August 12, 1891, for the purpose of entering upon the discharge of the duties assigned it.

You will therefore leave your home, Lander, Wyo., in time to reach the said agency on the day designated for the meeting of the Commission for the purpose indicated.

Very respectfully,

T. J. MORGAN,
Commissioner.

J. D. WOODRUFF, Esq.,
Lander, Wyo.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 13, 1891.

SIR: I am in receipt of your letter, dated the 5th instant, stating that you infer, from instructions of July 14, 1891, for the guidance of the Commission appointed to negotiate with the Indians of the Shoshone Reservation, Wyo., for surrender of such portion of their reservation as they choose to dispose of, that the Arapahoes have an equal right with the Shoshones to that reserve; that Chief Washakie and other leading Shoshones deny this; that the claims of the Shoshones to all of the reservation are supported by ex-Agent Dr. James Irwin, who was in office at the time the Arapahoes were placed there, and claims to be well acquainted with the whole transaction; that the Shoshones claim that

with their consent this Department placed the Arapahoes on their lands temporarily, with the understanding that they should be removed therefrom as soon as a suitable place could be selected for them; that no further arrangements were made for the Arapahoe Indians to remain there and have a part of that reservation; that the Shoshones claim that the Arapahoes have gradually changed their position from temporary visitors to actual rightful possessors and half owners of the reserve; that the Shoshones claim that the Government should buy a portion of the reservation from them upon which to settle the Arapahoes if it is intended that they, the Arapahoes, shall remain thereon as their permanent homes; and requesting to be furnished with full information in relation to the matter and advised whether the Department recognizes the claims of the Arapahoes as set forth, which you state appears quite evident from the instructions given the Commission.

In reply I have to inclose herewith copy of a letter, dated January 30, 1891, to the Secretary of the Interior, giving full history of the Arapahoes since the year 1851, and their present status and rights on the Wind River or Shoshone Reservation.

Your attention is called to the second article of the treaty with the Shoshones and Bannocks, under which the Wind River Reservation was set apart, made July 3, 1868 (15 Stat., 673), which provides that the said reservation should be set apart for the following purpose, to wit: "The absolute and undisturbed use and occupation of the Shoshone Indians herein named, *and for such other friendly or individual Indians as from time to time they may be willing, with the consent of the United States, to admit amongst them.*"

This office holds, as indicated in the inclosed copy of letter to the Department, that the Arapahoes have equal rights to the land on the said reservation which does not depend upon the further consent of the Shoshones, and you should conduct your negotiations with them upon that basis and with that understanding.

When the allotments in severalty come to be made on that reservation, the Arapahoes will be given allotments of land thereon, and all their rights in the premises will be fully protected by this Department.

On January 30, 1891, this office addressed a letter to Agent Fosher, of the Shoshone Agency, advising him of the status of the Arapahoes as above indicated, and transmitted copies of the treaties and agreement referred to in the inclosed letter.

The copies referred to should be among the files of the Shoshone Agency office, and if it should become necessary for you to examine and use them in connection with the proposed negotiation, you will call upon Agent Fosher for the same.

Very respectfully,

R. V. BELT,
Acting Commissioner.

J. D. WOODRUFF,
Chairman of Shoshone Commission, Lander, Wyo.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 30, 1891.

SIR: I am in receipt, by Department reference for report, of a copy of two communications, furnished by the Secretary of War, from Maj. E. R. Kellogg, commander of post at Fort Washakie, Wyo., one dated

November 28, 1890, in which he states that the Northern Arapahoes, on the Wind River Reservation, in that State, express dissatisfaction with what they believe to be the nonfulfillment of treaty obligations to them, and of the uncertainty which exists in their minds and that of their agent regarding their rights on said reservation; and the other dated December 2, 1890, in which he states that he does not know by what authority the Arapahoes were placed on that reservation, and if they are to remain there, land should be given them and the Shoshones paid therefor.

It is stated that the Indians claim a treaty was made with them and other tribes in 1851, by which they were to receive certain benefits in money, etc., and be given a reservation, which treaty Maj. Kellogg states he understands was annulled by a treaty made in 1868, but that the Indians do not seem to understand this.

Maj. Kellogg further states that the Indians complain because they are not given an agency or subagency convenient to their location, and suggests that it would be prudent for this Department to give immediate attention to said complaints.

Said communications bear the indorsement of Gen. Nelson A. Miles, recommending that the suggestions of Maj. Kellogg be complied with, or, if this can not be done, that the Northern Arapahoes be placed under control of the military, with a view to winning their confidence, or, if necessary, restraining them.

In reply I have to state that the treaty referred to by Black Cole, in the council of the Arapahoes held at St. Stephen's Mission, Shoshone Reservation, Wyo., November 6, 1890, transmitted by Inspector Tinker November 6, 1890, as being made on Horse River in 1851, was the Fort Laramie treaty, made September 17, 1851, with the Indians then residing south of the Missouri River, east of the Rocky Mountains, and north of Texas and New Mexico, viz: Sioux, Cheyennes, Arapahoes, Crows, Assinaboines, Gros Ventres, Mandans, and Arickarees.

By the fifth article of this treaty a tract of country therein definitely described was designated as the "territory of the Cheyennes and Arapahoes," and embraced land in southeast Wyoming, southwest Nebraska, northeast Colorado, and western Kansas, it being all the land between the North Platte and Arkansas rivers, east of the Rocky Mountains to a line drawn southeasterly from the Forks of the Platte to the Arkansas River where the Santa Fé road crosses the same.

By the seventh article of this treaty, the United States agreed to give \$50,000 per annum for fifty years to the several Indian nations, parties to the treaty. The Senate, however, on the 24th of May, 1852, amended said treaty by limiting the term to ten years, subject to renewal for five years at the discretion of the President.

This amendment was submitted to all the Indians who were parties to the treaty, with the possible exception of the Crows, and each tribe assented thereto, the Arapahoes giving their assent on the 31st of August, 1853.

Although this treaty never was proclaimed by the President, and has never appeared in the Statutes at Large, yet Congress promptly made the appropriations each year as stipulated in said treaty and amendment thereto, as faithfully and as fully as if it had been proclaimed not only for the ten years, but for the additional five years. (See 10 Stat., pp. 23, 183, 238, 331 and 697; 11 Stat., pp. 77, 181, 283, and 399; 12 Stat., pp. 55, 231, 522, and 784; 13 Stat., pp. 171 and 550.) It further provided in the Indian appropriation act of July 31, 1854 (10 Stat., p. 331), an additional sum of \$24,000 for the second and third of the ten installments,

which was continued in the fourth and fifth of the ten installments, making \$72,000 instead of \$60,000 per annum for provisions and merchandise, and the transportation thereof, under said treaty and each subsequent installment, was for \$70,000. By the deficiency act of February 12, 1863 (12 Stat., p. 649), Congress appropriated the sum of \$2,439.13 for the purchase of guns and ammunition for the Indians of the Upper Platte Agency, and to replace the annuity goods purchased for the Fort Laramie treaty Indians, and destroyed by fire on the steamer *Frank Blake*, Congress, in the legislative appropriation act of July 28, 1866 (14 Stat. p. 208), appropriated the further sum of \$39,276.50.

Thus it will be seen that under the Fort Laramie treaty of 1851, Congress appropriated for the Indians, parties to said treaty for the fifteen years, the term stipulated in the Senate amendment, the sum of \$1,089,715.63, notwithstanding many of the Indians, including the Arapahoes, were at war at sundry times during that period.

To ascertain the exact amount or proportionate part of said \$1,089,715.63 the Arapahoes received, or the proportion those Arapahoes now resident on the Wind River Reserve received, would necessitate an examination of the settlements on file in Treasury Department of the accounts of the several Indian agents for the Upper Platte Agency during that period.

From the report of Agent Fitzpatrick, who assisted in the negotiation of the treaty (see Annual Report for 1853, p. 366), and of Agent Whitefield, who disbursed the annuities for 1854 (see Annual Report for 1854, pp. 92 and 94), I am of the opinion that the supplies purchased with the appropriations made for the whole of the fifteen years were properly distributed to the rightful parties, and if the bands to which Chiefs Black Cole and Sharp Nose belonged did not receive their share thereof for any year, the reason doubtless was because of their hostility at the time, as was the case in 1855. (See Annual Report for 1885, pp. 11, 70, 182, 209, and 213.)

The records of this office show that the Arapahoes and Cheyennes, to whom a tract of country was assigned under the Fort Laramie treaty of 1851, and described in the compilation of laws relating to Indian affairs, p. 317, while speaking different languages, were a confederated nation by reason of intermarriages; that that portion of the confederacy occupying the country north of the South Platte River was known and called the "Northern Arapahoes and Cheyennes," the other portion south of the said river as "Southern Arapahoes and Cheyennes."

This division of the confederacy was made permanent and final as to the Arapahoes (who were of about equal strength, about one hundred and thirty lodges to each confederacy), one party living on the Arkansas River, the other upon the North Platte River, by reason of a feud existing between them, arising from the killing, prior to 1854, of the head chief of the Arkansas band by the North Platte band. They have never met in friendship since said act, and were as hostile to each other as to almost any other tribe on the plains. (See Annual Report for 1854, p. 92.)

By the appropriation act of June 19, 1860 (12 Stat., p. 59), Congress appropriated \$35,000 for the purchase of provisions and presents and to meet expenses necessary in holding a council with the Arapahoe and Cheyenne Indians south of the Platte, east of the Rocky Mountains, and north of the Arkansas, and in pursuance of instructions issued for that purpose a treaty was made at Fort Wise with said Indians February 18, 1861 (12 Stat., p. 1163), for the surrender of their Fort Laramie Reservation, including Denver City, and the setting apart of a smaller

reservation for them on the north side of the Arkansas River between Sandy River and the east boundary of New Mexico.

The parties to this treaty expressed, in the sixth article, a desire that all the Arapahoes and Cheyennes now separated from them should rejoin and be reunited with them; otherwise they would be disbarred at the expiration of one year from all the benefits arising from said treaty, but the Northern Arapahoes and Cheyennes refused to recognize the treaty, and Governor Evans, in his report of October 30, 1862 (see Annual Report for 1862, p. 230), called attention to the fact that no definite boundary between the two confederacies of Indians had been fixed or established as such, and believed that the only way to secure the acceptance and acknowledgment of the treaty of 1861 must be by a like treaty or cession by the Northern Confederacy, and that until this was done, it was, in his opinion, imperfect and indefinite.

Inasmuch as the Northern Confederacy of Arapahoes and Cheyennes had not ceded their right to the lands described in the Fort Laramie treaty, they claimed they had the right to roam at will and hunt over any portion thereof, and they did so roam and hunt; and that their hunting might be the more successful, they divided up into small bands. They were found, however, at a later period holding councils and forming hostile leagues for war upon the whites who then traversed their country en route to the gold fields and mining countries. So formidable did these leagues become that Governor Evans, on the 10th of April 1863, sent Agent Lorse to Washington to represent the condition of affairs and obtain authority to treat with these roving bands of the Northern Confederacy, not parties to the Fort Wise treaty, with a view to their settlement upon the reservation upon the Arkansas, established and defined by said treaty. The authority was given, but Governor Evans and Agents Lorse and Colley, who had been commissioned to make the treaty, failed to accomplish that end, only succeeding in getting a paper signed by Black Bear, Roman Nose, and Friday of the Arapahoes, and Spotted Horse and Shield of the Cheyennes, principal chiefs and headmen, wherein they agreed to abide by any treaty that had been or might have been made by their people with the United States. (See Annual Report, pp. 125 and 131.)

On the 27th of June, 1864, Governor Evans issued a proclamation directing all friendly Arapahoes and Cheyennes of the Upper Platte to go to Camp Collins, on the Cache de la Poudre, out of the line of travel, where a place of safety would be assigned them and provisions distributed among them. Only "Friday's band" of Arapahoes, consisting of about 175 persons, responded to this proclamation and went to Camp Collins, while "Left Hand's band" remained at Fort Lyon, but only for a short time. The remainder of the Arapahoes went up to the Powder River country. (See Annual Report of 1864, p. 253.) During the years 1864 and 1865 repeated efforts were made to negotiate with the Northern Arapahoes and Cheyennes, but none were successful.

Chief Friday strenuously insisted on being placed on a reservation on the north bank of the Cache de la Poudre, from the mouth of Box Elder to the Platte and extending northward to Crow Creek. This was found not to be practicable, because sixteen families were comfortably settled therein. (Annual Report 1864, p. 235.) On the 1st of May, 1865, Governor Evans reported that a band of Arapahoe Indians from the north, under Roman Nose, numbering one hundred and twenty lodges, had arrived on the Little Chug and desired a reservation established somewhere in that locality for them. (Annual Report 1865, p. 176.)

Commissioner Mix, under date of April 28, 1865, instructed Agent

Jarrett to make arrangement with these Indians to withdraw from the great route of travel across the plains and settle upon the Arkansas River, or in some locality to be agreed upon, and there remain peaceable and cease their hostilities, but that any agreement made containing a stipulation to pay money or give them any title to land more than simple occupancy would not be approved. (Annual Report for 1865, p. 430.)

When Agent Jarrett reached Fort Halleck in July, 1865, he received a telegram from Gen. Connor informing him that all the Indians congregated there and at Camp Collins (except Friday's band) had taken to the war path (p. 432).

The treaty of October 14, 1865 (14 Stat., p. 703), was not made with any of the Northern Confederacy, though provision was made to induce them to accede thereto and enjoy its provisions. Arrangements were made and plans inaugurated by Gens. Pope and Dodge, and Col. Maynadier to collect the Indians of the Northern Confederacy in council preparatory to making a treaty, and a commission was appointed, of which Newton Edmonds was chairman, to make the negotiations with all the tribes of the Northwest, but so few could be congregated at one time and place that no attempt was made to treat with them (Annual Report, pp. 170, 205, 206, and 207), and the Commission was fully satisfied that the Northern Arapahoes and Cheyennes, then west of the Black Hills on the Powder River and the Big Horn, who were affiliated with some of the wildest bands of the Ogalallas, Oncapapas, and others, would never peaceably submit to white intrusion upon or occupation of the territory claimed by them under the Fort Laramie treaty. (See p. 172.)

The superintendent of Indian affairs, under date of October 1, 1866, reported the number of Cheyennes 1,800, and Arapahoes, 750, attached to the Upper Platte Agency, Fort Laramie, who were known and designated, with the Sioux, as "Blanket Indians"; that agent Patrick telegraphed that 180 lodges of Arapahoes and Cheyennes were coming into Fort Laramie under arrangements made between the peace commissioners and representatives of said tribes (see p. 212), but owing to the opening of the emigrant route, as heretofore stated, from Fort Laramie northward to the gold regions of Montana and Idaho, through the Powder River country, authorized by the treaty with certain Cheyennes, made June 28, 1866, at Fort Laramie, which was never ratified, certain Indians consisting of 60 lodges of Arapahoes under Chief Black Bear and 100 lodges of Cheyennes, all allied to the Powder River Sioux, with whom they had lived in that country for many years, would not only not consent to any right of way through their country, but repudiated said treaty as having been made and executed by such Indians only as did not live in the region of said route. (See Annual Report for 1866, p. 172, and for 1867, p. 269).

On the 29th of April, 1868, certain Northern Arapahoes, under Little Chief, united with the Sioux in a treaty by the eleventh article of which they relinquished all right to occupy permanently the territory outside of the reservation then established, reserving the right to hunt on the lands north of the North Platte, and subsequently they, with the Sioux, were removed to their new reserve (15 Stat., p. 635).

It was not, however, until the 10th of May, 1868 (15 Stat., p. 655), that the Northern Arapahoes and Cheyennes (by chiefs) entered into separate treaty stipulations with the Government (some of whom signed the Sioux treaty of April, 1, 1868) to keep the peace and accept for their permanent homes some portion of the country set apart as a home for the

Southern Arapahoes and Cheyennes by their treaty of 1867 (15 Stat., p. 593), or some portion of the country set apart as a home for the Brulé and other bands of Sioux by the treaty of April 28, 1868 (15 Stat., p. 635).

By that treaty they agreed to relinquish all their right and claim to all territory outside of these two reservations, and to attach themselves permanently either to the agency provided for near the mouth of Medicine Lodge Creek, or to the agency then to be established on the Missouri River, near Fort Randall, or to the Crow Agency, near Otter Creek, on the Yellowstone River, provided for by Crow treaty of May 7, 1868, the second article of which provides for the settlement of friendly Indians thereon, as they might be willing, with the consent of the United States to admit among them (15 Stat., p. 649), it being expressly understood that one portion of said Indians might attach themselves to one of the afore-mentioned reservations, and another to another of said reservations, as each part or portion of said Indians may elect (15 Stat., p. 656).

One hundred and nineteen lodges of Arapahoes, constituting the greater portion of the Northern band of that tribe, arrived in June, 1868, at Fort Laramie, from the Powder River country, en route to the Southern band of Arapahoes. There were still twenty-five lodges of Northern Arapahoes, under Chief Medicine Man, encamped on the Crazy Woman's Fork of the Powder River. (See Annual Report, 1868, p. 254.)

Efforts were made in the summer of 1868 to remove "Friday" and his band of Northern Arapahoes, of 85 persons, a peaceable, though very destitute band, comprising many decrepit men and women and young children, from the Cache de la Poudre River, some 75 miles north of Denver, to the main body of the nation, but they were averse to removal to a new home, preferring to remain on the Great Platte, where they had so long held their permanent home. (Annual Report, 1868, p. 181.)

This band, however, in 1869, with that of "Medicine Man" (about one hundred lodges), expressed a desire to join Washakie and his tribe of Shoshone Indians on the Wind River. In presenting the matter to Washakie he expressed surprise that the Arapahoes, who had for years been allied with the Sioux and Cheyennes against him, should now so suddenly wish to join him; but as he remembered "Friday" as the friend of his youth, and so favorably impressed with the fact that Friday was associated with them, he agreed to meet the band, that he might more fully understand their purposes. (Annual Report, 1869, p. 274.)

On the 8th of October, Medicine Man, Friday, and other chiefs of the Northern Arapahoes went with Maj. Gen. Augur to the Shoshones to treat for a home, but Washakie had gone on a hunt when they arrived, and they were compelled to return without effecting an agreement. On the 7th of February, 1870, they again visited the Shoshones and there made a treaty with them.

The Shoshones would not agree to permit these Arapahoes to permanently occupy a part of their reservation, inasmuch as they were still suspicious of their motives and honesty of purpose, but permitted them to remain until some permanent disposition could be made of them. They remained until March 31, 1870, when a massacre of settlers and miners occurred on the Sweetwater, believed to have been perpetrated by these Arapahoe Indians, although the Arapahoes denied all knowledge of the affair, claiming to have been on friendly terms and always at peace with the whites. On the 8th of April, 1870, a company of set-

tlers, meeting 13 Arapahoes, under Chief Black Bear, in retaliation killed him and 10 of his party (Annual Report, 1870, pp. 176 and 179). Governor Campbell then recommended that these Indians be permitted to occupy the country about old Fort Casper, as they had expressly declared they would not go to the reservation provided for them in the treaty of 1868, while others suggested that they be sent to the Gros Ventre Agency on Milk River. They seemed disposed at first to go to the Gros Ventres, but subsequently decided to go to old Fort Casper (p. 176).

On the 31st of August, 1871, Agent Simmons reported that a portion of the Northern Arapahoes and Cheyennes, who had lived all the summer with the Gros Ventres, occupying with the Cheyennes the western portion of the reserve, were formerly of that tribe and spoke the same language, and that they still regarded each other as the same people, and could, he thought, be readily united and placed together on the same reservation if desirable. (Annual Report, 1871, p. 430.)

In 1872 the Arapahoes and Cheyennes roaming in Montana were reported less than 1,000, and at Red Cloud Agency, Wyo., were reported 1,342 Arapahoes and 1,515 Cheyennes. The Rawlins Springs massacre occurred in June, 1873. The Arapahoes who left Red Cloud Agency for the north in May were charged with the crime. (Annual Report, 1873, p. 153.)

In November, 1873, a delegation of Arapahoes and Cheyennes from Red Cloud Agency visited Washington to consult in regard to their removal to Indian Territory. Their removal was insisted upon by the Department, which they strongly opposed at first, but afterwards consented to remove whenever the Government was ready to receive them (Annual Report, 1874, p. 46). In 1875 the Northern Arapahoes of Dakota were ordered to join their brethren in the Indian country (Annual Report 1875, p. 11). In November of that year the Sioux war broke out, growing out of the complaints made against Sitting Bull and the failure or delay of the Indians from the several Sioux agencies to return from the hunt within the limit of time fixed (Annual Report, 1876, p. 341, and for 1877, p. 14). At its conclusion, the agreement known as the "Black Hills cession" was made September 26, 1876, and ratified by Congress in 1877, whereby the Indians agreed not only to cede the Black Hills country, but to surrender their hunting privileges west thereof, under the sixteenth article of the treaty of 1868.

This agreement was signed by Black Coal, Crazy Bull, Little Wolf, Sharp Nose, Six Feathers, and White Horse, in behalf of the Arapahoes (Annual Report, 1876, p. 352), the consideration being the promise of schools and mechanical arts, as provided in the treaty of 1868, with fixed and well-defined rations of beef, bacon, coffee, sugar, and beans. (Annual Report 1876, p. 350.)

After the surrender of the main portion of hostile Sioux and other tribes, the Cheyennes at Red Cloud Agency were seized with a desire to remove to the Indian Territory, and accordingly in May, 1877, 937 Cheyennes went to the Indian Territory.

In accordance with the earnest request made to the President by a delegation of the Northern Arapahoes, who had lately visited Washington, permission was given this tribe to join the Shoshones on the Wind River Reservation, and in a formal council then held by the agent in charge of the Shoshones the consent of the latter to the arrangement desired by the Arapahoes was obtained, and they, to the number of 938, were accordingly located on the Wind River Reservation (Annual Report of this office for 1877, pp. 19 and 20, and for 1888, pp. 148 and 150).

The Northern Cheyennes and Arapahoes joined the Sioux in the Black Hills agreement of 1877 (19 Stat., 254). The 937 Northern Cheyennes were at their own request, in May, 1877, removed to the Cheyenne and Arapahoe Agency, Ind. T. (see Annual Report, 1878, p. xxii), but were some years subsequent thereto (with 14 Arapahoes) removed to the Pine Ridge Agency under authority of the act of March 1, 1883 (22 Stat., p. 445).

The history and movements of these Arapahoes from 1851 to 1878, a period of twenty-seven years, are here specifically stated as disclosed by the records of this office, clearly showing, in my judgment, that these Indians have been promptly and fully paid according to the amended treaty of Fort Laramie made in 1851, or the reasons stated why they did not receive their proportion, and that if between the years 1866, when the Fort Laramie annuities ceased, and 1877, when the Black Hills agreement was ratified by Congress, these Indians did not receive annuities under the treaty of May, 1868, it was because of their nomadic and at times hostile conditions they forfeited their claim to them. Repeated efforts were made during that period through various sources to place them in settled homes under new treaty stipulations, but without success in their behalf.

Yearly appropriations have been made for the Northern Cheyennes and Arapahoes under the treaty with them of May 10, 1868, and the joint agreement referred to with them and the Sioux of 1877 (see Annual Report, 1878, p. xxiii), and since 1885 Congress has directed that the money so appropriated should be expended pro rata as near as may be "for the Northern Cheyennes and Arapahoes in Wyoming," Wind River Reservation), "and on the Tongue River, in Montana."

When the late agreement (25 Stat., 888) with the Sioux was made only the Cheyennes who were located on the Great Sioux Reservation at the time were recognized as having a right to participate therein, and as the separate reservations created by that agreement were set apart "for the Indians receiving rations and annuities" at the several agencies, the Cheyennes of Tongue River Agency were thereby cut off from the benefits of said agreement.

The Northern Arapahoes, being parties to said treaty and agreement, are consequently virtually in the same attitude as the Cheyennes on Tongue River, and are not recognized as having any rights now in the lands of the Sioux reservations, and they had no share in the recent negotiations.

The rights of the Northern Arapahoes to *lands* under the treaties referred to of April 29 and May 10, 1868, or the Black Hills agreement of 1877, are in my opinion fairly extinguished by their failure to take advantage of the benefits thereby conferred and by their settlement upon the Wind River Reservation with the consent of the Shoshones. It is provided in the second article of the treaty with the Shoshones and Bannocks, under which the Wind River Reservation was set apart, made July 3, 1868 (15 Stat. 5673), that said reservation was set apart for the following purpose, to wit: "The absolute and undisturbed use and occupation of the Shoshone Indians herein named, and for such other friendly tribes or individual Indians as from time to time they may be willing, with the consent of the United States, to admit amongst them." The Northern Arapahoes consequently have rights to land on the Wind River Reservation which do not depend upon the further consent of the Shoshones, and when the reservation is allotted in severalty, the Arapahoes will be given allotments of land thereon, and all

their rights in the premises will be fully protected by this Department, and they need have no uneasiness on that score.

The question of the establishment of a subagency convenient to the location of the Arapahoes on the Wind River Reservation has been the subject of correspondence between this office and the agent at Shoshone Agency, and it is the desire of this Bureau to establish the same, but there are no available funds under the control of this Department which it is deemed advisable to expend for that purpose.

I have this day addressed a letter to John Fosher, esq., agent at Shoshone Agency, advising him of the status of the Arapahoes as above indicated, and transmitting copies of the treaties and agreement referred to with them and other tribes, and instructing him to explain the subject fully to the Arapahoes, and to report to this office all complaints they have to make on the subject.

I can see no necessity under existing circumstances for the tribes on the Wind River Reservation to be placed under the control of the military.

Said copies of Maj. Kellogg's letters are herewith returned.

Very respectfully, your obedient servant,

T. J. MORGAN,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 15, 1891.

SIR: I am in receipt of your letter dated August 10, 1891, stating that Messrs. Merillat and Brigham, members of the Shoshone Commission, had arrived at the agency that day; that since talking with him it becomes necessary for you to again address this office for further information; that the instructions of July 14, 1891, to the Commission, direct that five sections of land be reserved for the industrial school; that if you are rightly informed, the site for the school building has been located in the heart of the Shoshone settlement; that for this reason it will be quite impossible to secure such an amount (five sections) or any considerable amount of land near the school, without taking land now selected and partly improved and held in severalty by the Indians, and you request to be advised whether the Commission should buy the (individual) Indian's claims, insist on having the land, or select land away from the school buildings, thereby changing the site of the school.

You also state that there are on the reserve and living with the Indians all degrees of mixtures from one-fourth to one-eighth Indian up to full whites; that a great many of these claim all the rights of the Indians on the reserve, and all the privileges of citizens as well when away; that they cast votes at all county elections, and even aspire to county offices; that they hold their stock property on the reserve, thereby avoiding taxation; that they are not amenable to county or State laws, being, in fact, thoroughly privileged characters; that they are the ones with whom the Commission will have to indirectly deal; that they assert openly that the proposed agreement "must go their way or it won't go at all;" that they declare that they do not care for the Indians; that they want range for their stock; that they intend to

have it or break up anything which the Commission may propose, however favorable it may be to the Indians, unless it suits them.

You request to be advised as to where "to draw the line as to who has a voice in the proposed agreement."

You further state that the instructions direct the Commission, upon completion of its labors, to submit a full report thereof to this office, together with the minutes of the proceedings of all councils held with the Indians, and any agreement or agreements that may be made with them, and you request to be advised whether it is intended by this that a full, exact, and detailed report shall be taken of all the councils held, so much so as to necessitate the employment of a shorthand reporter, or whether this office wishes only a synopsis of all that is done. You state still further that the Mameth Hot Spring, located 2 miles from the agency, is a grand spring; that it is now visited almost daily by from dozens to hundreds of Indians and whites as well, and you request to be advised whether it would be well to reserve a section of land on which the spring is situated for the purpose of making it public property for the use of the Indians in common.

In reply to your first inquiry, I have to state that suitable agricultural and pastoral lands, containing at least five sections, should be set apart for the industrial school upon that reservation for the Indians thereof, in order that ample facilities may be afforded for instructing the pupils in the knowledge of agriculture and stock-raising, and the agreement if any, with the Indians should contain a clause for the setting apart of a tract of land for that purpose, which tract should embrace the site already selected for the buildings and should be in as compact a form as possible. The Indians have, it is presumed, acquired no such rights by improvements, etc., as to interfere with this highly desirable object for the benefit of their children. The changing or removing of the Indians, if any, from the lands embraced within the five sections to be set apart for school purposes, is a matter to be determined and a work to be performed by this Office through its allotting agents, when the allotments of land in severalty come to be made to the Indians of that reservation, and the Commission will take no steps in relation to this matter further than to negotiate with the Indians for the setting apart of the five sections for the purpose indicated. Of course it will take no action looking to a change of the present schoolsite.

As to your second inquiry, I have to state that in order to give validity to any agreement or agreements which may be made with the Indians of that reservation, it must be signed by at least a majority of all the male adult Indians 18 years of age and over, who are duly recognized members of the tribes occupying the reservation, and the question as to who are duly recognized members of the tribes thereof is a matter to be determined mainly by the Indians themselves. It appears to this Office that the Commission, with the assistance of the United States Indian agent at the Shoshone Agency, and of the Indians in council, would be able to determine who are duly recognized members of the two tribes occupying that reservation, and who are for that reason entitled to sign any agreement which may be made with the said tribes.

In relation to your third inquiry you are advised that this Office desires a full report of the labors of the Commission in the prosecution of the work assigned it together with the minutes of the proceedings of all councils held with the Indians and any agreement or agreements that may be concluded with them, even if it should necessitate the employment of a shorthand reporter for that purpose, but the amount allowed

for such work should not be excessive and under no circumstances should the compensation and expenses or the Commission incurred in making the proposed negotiations, exceed the sum set apart therefor, viz, \$5,000.

With reference to your fourth inquiry, I have to say that if the spring in question falls within the ceded territory, I think it would be eminently proper to set it apart for the benefit of the Indians and the public, and you will in that case insert a provision in the agreement setting apart a section of land embracing said spring. If the spring falls within the diminished reservation, then I do not see any necessity for mentioning it in the agreement, unless it should be found desirable to allow the public as well as the Indians access thereto, in which case you will insert a clause in the agreement making provision therefor, provided the Indians agree thereto.

You will of course understand that it would be very undesirable to have the boundaries of the present reservation so changed as to cause the agency buildings and grounds to fall within the ceded portion of the reservation.

If it is at all practicable the boundary-line of the diminished reservation should be so located as to leave the agency buildings and grounds within the diminished reserve.

Very respectfully,

R. V. BELT,
Acting Commissioner.

J. D. WOODRUFF,
*Chairman Shoshone Commission,
Lander, Wyo.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE ASSISTANT ATTORNEY-GENERAL,
Washington, D. C., December 18, 1891.

SIR: I have the honor to acknowledge the receipt, by your reference of the 9th instant, of the report of the Commissioner of Indian Affairs dated the 5th instant, submitting copies in duplicate of the agreement and accompanying papers entered into at Fort Washakie, in the State of Wyoming, on October 2, 1891, by and between a Commission appointed under and in pursuance of a clause contained in the Indian appropriation act approved March 3, 1891 (26 Stat., 1009), to negotiate with any Indians for the surrender of portions of their respective reservations, and the Shoshone and Arapahoe tribes of Indians occupying the Shoshone or Wind River Reservation in said State.

By said reference I am requested to "examine the draft of the bill prepared by the Commissioner of Indian Affairs to ratify the accompanying agreement, and make such changes and additions as in his opinion may be required."

It appears that said agreement was duly executed, being signed by a majority of the said Commission—namely, Messrs. Brigham and Merillat on the part of the Government, and by the required number of Indians representing said tribes.

By the first article of said agreement the Indians ceded to the United States a tract supposed to contain about 1,100,000 acres, or more than one-half of their reservation, describing the same by specific boundaries, upon certain conditions, relative to the right of individual Indians to allotments therein.

The second to the ninth articles provide for the payment of \$600,000,

or a little more than 50 cents per acre for said tract, and the manner of the disposition of said sum; that \$50,000 shall be paid in cash per capita to the Indians belonging to said reservation within sixty days after the ratification of said agreement, and \$170,000 of the balance is set apart as a cattle fund, \$80,000 for an irrigation fund, \$25,000 for a general-welfare fund, and a school fund of \$50,000. The interest of each fund, at 5 per centum per annum, is to be disbursed annually for eight years, under the direction of the Secretary of the Interior.

Article 9 stipulates that "the United States shall pay \$100 each quarter to Washakie, the head chief of the Shoshones, this payment to continue during Washakie's lifetime."

By article 10 five sections of land are reserved to the United States near the site of the new Government industrial school, for educational purposes, and by article 11, provision is made securing to Indians lands within the ceded tract, selected under the general allotment act of February 28, 1887 (24 Stat., 388), as amended by the act of February 28, 1891 (26 Stat., 794).

Articles 12 to 16 continue to the Indians the annuities to which they are entitled under existing treaty stipulations, and require that "the United States shall maintain a garrison within the limits of the diminished reservation, until the Indians shall be considered able to protect themselves" against the encroachments of unscrupulous persons of all classes. They also declare that all public highways shall be kept open for travel, and passage along them shall be free and unobstructed; that the Secretary of the Interior may prescribe regulations to make persons pay the damages caused by their cattle breaking into Indian farms, fields, or gardens which are properly inclosed; that the jurisdiction of said State shall extend over all persons, other than Indians, on the diminished reservation, except the agents and employés of the Government at the agency.

Article 16 stipulates that the lands, except mineral lands, ceded to the United States by said agreement shall, upon proclamation by the President, be opened to settlement under the homestead and town-site laws only, reserving, however, permanently one section of land, including therein the Owl Creek Hot Springs, and dedicating the same for the use of the public, and also reserving a half section around each spring having medicinal properties.

By article 17 provision is made for surveying the diminished reservation and permanently marking the out-boundaries thereof.

The Commissioner of Indian Affairs gives a resumé of the report of the majority of the Commissioners who signed said agreement on behalf of the United States, and he gives a history of the action of the Government relative to the payment to settlers for claims originating prior to the establishment of said reservation. He also summarizes the objections of Mr. Woodruff, the chairman of said Commission, to said agreement, namely, that it does not express the wishes of the Indians themselves, and that the same is not just to them nor to the United States; that it allows the Indians too much land; that they have an excellent country, the valleys of Wind River being unsurpassed in the State in the quality of soil, water, and timber, and that the only drawback to the Indians becoming rich and prosperous is their "lack of ambition."

The Commissioner of Indian Affairs is of the opinion that the second article of said agreement should provide that the interest-bearing funds of said tribes should be deposited in the Treasury of the United States; that article 3 providing for a cattle fund and regulating the manage-

ment of a herd of cattle for said Indians is objectionable, because it leaves the matter "entirely in the hands of the Indian agent, empowering him to act independently of the Secretary of the Interior or the Commissioner of Indian Affairs;" that it would be unwise to maintain for a period of eight years a cattle herd to be held in common by the Indians, the effect of which would tend to retard the policy of individual allotment of lands in severalty. He therefore recommends that in lieu of said article 3 the following be substituted:

That \$170,000 of the said \$600,000 be designated and set apart as a cattle fund, the interest on which at 5 per centum per annum shall be annually expended under the direction of the Secretary of the Interior in the purchase of cattle for the benefit of the Indians, and for instructing and training them in stock-raising—said cattle to be managed and disposed of as the Secretary of the Interior may direct.

The Commissioner expressed regret that the sixth article did not make more ample provision for the support of the industrial school out of the funds received by the Indians for the ceded lands. By article 6 of the treaty of July 3, 1868 (15 Stat., 673-675), heads of families were allowed to select a tract for farming not exceeding 320 acres, and article 11 of said agreement secures to the Indians the lands so selected. The Commissioner thinks that article 14 of said agreement is objectionable because it would be impracticable for the Department to execute it, and that the damages referred to therein must be collected through the proper judicial tribunals.

With reference to the fifteenth article of said agreement, the Commissioner considers the first clause unnecessary and contrary to existing legislation, and the last clause unconstitutional, because under the treaties with said Indians and the law admitting Wyoming, there is no provision excepting said reservation from the jurisdiction of said State, and he recommends that said article be omitted.

The reason given by the Commission for the provision in article 16, requiring the ceded lands not mineral to be disposed of only under the homestead and town-site laws, is that if other disposition was allowed, the country would be taken up by stockmen to the exclusion of agricultural settlers.

The Commissioner observes that the first clause of said article does not except section 2301 of the Revised Statutes of the United States, nor make the usual reservation for schools; that the manner of the disposition of said lands should be left solely to the legislative department, and he recommends that so much of said article as relates to the disposal of the ceded lands should be stricken from the agreement. He further observes that the word "treaty" should be eliminated from said agreement, and in lieu thereof the word "agreement" should be substituted; that the number of Indians on the reservation entitled to share per capita in the cash payment of \$50,000 is 1,658, the share of each amounting to a little more than \$30. The Commissioner concludes with the statement that the reason for eliminating the provision relative to the disposition of the ceded lands is because that is a matter for Congress to determine, and he further alludes to the subject in order that the same may not be overlooked, and he submits said agreement with the draft of a bill containing the changes and modifications suggested, and also appropriating the amount stipulated for the ceded lands, together with a further sum of \$5,000, or so much thereof as may be necessary, for the survey of the outboundaries of the diminished reserve, and an additional sum of \$400 to be paid to Chief Washakie.

A careful examination of the papers submitted shows that the objec-

tions of the Commissioner to the agreement as signed ought to be sustained.

Section 1 of the bill submitted is headed "An act," and recites said agreement in full, including the signatures of the parties thereto. This title should be changed by striking out the words "An act," and instead thereof the words "A bill" should be inserted.

Section 2 provides that said agreement be ratified and confirmed, except articles 14 and 15, which are rejected, and modifies articles 3 and 16 in accordance with the views of the Commissioner as hereinbefore stated, with a proviso that the agreement so changed and modified shall not take effect until duly accepted by said Indians, nor until said acceptance shall be made known by proclamation of the President of the United States, upon satisfactory proof thereof.

Section 3 appropriates the sum of \$600,000, out of any money in the Treasury of the United States not otherwise appropriated, for the purpose of executing the terms of said agreement. It also appropriates \$5,000 for the survey of the outboundaries of the diminished reserve.

Section 4 makes an additional appropriation of the sum of \$400 for payment of the first four quarterly payments to Washakie, the head chief of the Shoshone tribe of Indians.

While it is true, as stated by the Commissioner, that the manner of the disposition of the ceded lands "is a matter for Congress to determine, and it is presumed that proper attention will be given to the subject by that body," yet, in order that the bill may be complete and reflect the views of the Secretary of the Interior, who is by law charged with the supervision of the disposition of the public lands, I think an additional section should be added regulating the disposition of the ceded lands. The report of the Commissioner shows that irrigation will be necessary to reclaim a large portion of the ceded lands before the same can be made valuable for agricultural purposes. I do not see any reason why the lands not mineral should not be disposed of under the general provision of the homestead, desert-land, and town-site laws.

I have therefore to recommend that an additional section, numbered 5, be added to the said bill, as follows:

Sec. 5. That whenever any of the lands, not mineral, acquired by this agreement shall be opened to settlement or entry by the proclamation of the President of the United States, they shall be disposed of only under the general provisions of the homestead, desert-land, and town-site laws applicable thereto: *Provided, however,* That sections 16 and 36 shall be disposed of under provisions of law applicable to said State. *And provided further,* That any applicant under the homestead or town-site laws shall, before receiving final certificate and patent for the land so entered by him, pay to the United States, in addition to the fees provided by law, the sum of \$1.25 per acre for each acre thereof; that if, after the expiration of five years from the time said lands are opened to settlement and entry, any part thereof, not mineral, shall not have been entered or disposed of, or shall become public land, it shall be appraised under the direction and subject to the approval of the Secretary of the Interior, who shall cause the same to be sold in tracts of such size as he may direct, at the proper land office of the United States by the register thereof, at public sale, after due notice, to the highest bidder, at a price for each tract not less than the appraised value thereof, and the mineral lands in said reservation shall be disposed of only under the mineral land laws of the United States.

The papers submitted are herewith returned.

Very respectfully,

GEO. H. SHIELDS,
Assistant Attorney-General.

THE SECRETARY OF THE INTERIOR.